

**A G R E E M E N T**  
**between**  
**LIVINGSTON BOARD OF EDUCATION**  
**and**  
**LIVINGSTON EDUCATION ASSOCIATION**

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**For the Period**  
**July 1, 2004 through June 30, 2007**

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## P R E A M B L E

THIS AGREEMENT is made and entered into this 16th day of December, Two Thousand and Four

BETWEEN THE BOARD OF EDUCATION OF THE TOWNSHIP OF

LIVINGSTON, ESSEX COUNTY, NEW JERSEY, hereafter

the "Board;"

AND THE LIVINGSTON EDUCATION ASSOCIATION, hereafter

the "Association;"

**WHEREAS**, pursuant to the requirements of the New Jersey Employer-Employee Relations Act, agreements reached between public employers and the majority representative of an appropriate employee unit shall be embodied in writing, signed by the authorized representatives and filed with the New Jersey Public Employment Relations Committee (P.E.R.C.); and

**WHEREAS**, certain agreements have been reached between the Board and the Association, the said Association being the recognized majority representative of the unit for the Board's employees, consisting of all full-time and regular part-time certificated personnel, members of the administrative support staff, teacher assistants, individual student assistants, early arrival aides, athletic trainer, TV studio technician, computer technician, occupational therapist, all members of the custodial and maintenance staff including personnel with the title Bus Driver/Custodian, Bus Driver/Mechanic, bus drivers and van drivers, whether under contract or on leave, employed by the Board, excluding, however: "superintendent, assistant superintendents, board secretary/business administrator, director of curriculum/instruction, director of pupil personnel services, principals, full-time vice principals, director of guidance, director of high school athletics, all subject area supervisors, programmer/analysts, data processing manager, manager for business and support services, manager of finance and accounting, supervisor of human resources, accounts payable manager, payroll manager, and transportation manager. Secretary/administrative assistant to the superintendent and secretaries to the assistant superintendents, board secretary/business administrator,

director of curriculum/instruction, supervisor of human resources; the secretary for board services, the administrative assistant for curriculum, the manager of buildings and grounds, and the maintenance foreman are excluded. Unless otherwise indicated, as used herein, the term "teachers" and "employees" shall refer to all employees covered in the described unit as above defined.

**NOW, THEREFORE**, it is mutually agreed between the Board and the Association as follows:

**ARTICLE I**  
**NEGOTIATION OF SUCCESSOR AGREEMENT**

**I. COLLECTIVE NEGOTIATIONS**

The parties agree to enter into collective negotiation over a successor agreement in accordance with Chapter 123, Public Laws 1974 in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment. Such negotiations shall begin not later than the time prescribed by law. Both parties shall have representatives meet to negotiate at mutually agreed upon times. Each party shall submit to the other, at least 3 days prior to any meeting, pertinent materials on matters to be discussed; however, this time limit may be waived by mutual consent. Any agreement so negotiated shall apply to all employees, be reduced to writing, be signed by the Board and the Association, and be adopted by both parties.

**II. MODIFICATIONS**

This agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.



## **ARTICLE II**

### **ASSOCIATION/INDIVIDUAL RIGHTS AND PRIVILEGES**

#### **I. USE OF BUILDINGS**

The Association and its representatives shall have the privilege of using prescribed areas of school buildings and equipment (i.e., duplicating machines, bulletin boards) at reasonable hours for meetings on days when schools are in session. The principal of the building will be notified in advance of the time and place of all such meetings. At any other time, the use of the buildings shall be arranged through the office of the superintendent. These meetings shall not conflict with other scheduled use of school buildings nor shall such meetings interfere with the normal and regular duties of employees of the Board.

#### **II. ASSOCIATION MEETING DATES**

##### **A. General Meetings**

1. Time after school shall be granted for Association general meetings on a monthly basis with no other meetings scheduled at that time. District meetings shall be held on the first, second and fourth Monday of each month, and Association meetings shall normally be held on the third Monday. On Association meeting days, all officers and members may leave their buildings 10 minutes after student dismissal time to attend the meetings. Attendance at such meetings shall be the sole responsibility of the party calling the meeting.

2. Support Staff Attendance -- support staff shall be eligible to attend these meetings so long as the following coverage is provided:

- a. Elementary -- One secretary in each building;
- b. High school and middle school -- One secretary in the guidance office and one secretary in the general office;
- c. Central Office -- A total of four (4) secretaries, one in each of the following offices: Superintendent/Business Administrator, Assistant Superintendent, Special Services and switchboard.
- d. In an emergent situation wherein the administrative staff determines that service is required, it is understood and agreed that the administrative staff's authority to assign is retained.

B. For those months where a holiday or vacation interferes with the normal meeting date an alternate date will be scheduled.

#### **III. PRESIDENTIAL/ASSOCIATION RELEASE TIME**

The president of the Association shall be guaranteed release time to conduct Association business, in addition to preparation time, equal to 40

minutes per school day, the schedule of release time to be determined by mutual agreement between the president and the administration.

Additionally, the Board agrees to provide release time to an Association designee. When possible, this release time shall be two (2) consecutive periods twice weekly for a total of four periods per week. The release time will be mutually agreed upon and will be structured from the normal service and/or on call periods of the designee, although one of the two periods may be utilized for supervisory responsibilities should an emergency exist in the building. For the duration of the Agreement, the designee shall be the negotiations chair-person.

#### **IV. STANDING COMMITTEE MEETINGS**

All members and officers serving on Association Standing Committees shall have the right to leave their building in time for the meeting to convene at 3:20 P.M. Standing committees are Representative Council, Liaison, Professional Rights and Responsibilities, Negotiations, and Instruction and Professional Development.

#### **V. USE OF MAIL BOXES/INTER-SCHOOL MAIL**

The Association shall have reasonable use of school mail boxes/inter-school mail without prior restraint for purposes of keeping its membership informed of Association activities.

#### **VI. NOTICE OF VACANCY AND PROMOTIONS**

A. The Association president, the negotiations chairperson and grievance chairperson will be notified, in writing, by the superintendent or his designee of all vacancies, promotional openings, extra stipend vacancies, and newly created positions that occur in the staff along with any qualifications and/or job descriptions that have been written for the position. The Association president will also be notified when and by whom the position is filled.

B. Should a vacancy or promotional opportunity occur during July or August, those employees who have placed on file a request for notification will be so notified. Requests for notification must be submitted to the superintendent by the employees prior to June 30th. Employees will be notified at their summer addresses.

#### **VII. OFFICE SPACE**

The Association shall be entitled to rent at a yearly rate of \$1.00, adequate office space in a building, at a location and of a description to be mutually agreed upon. The Association shall be allowed to install telephone equipment in such offices at its own expense.

## **VIII. CONFERENCES**

### **A. Superintendent - LEA Conference**

#### **1. Purpose**

The purpose of this conference is to share ideas, discuss plans, exchange information, or express mutual concerns about the negotiated contract and written policies.

#### **2. Procedure**

a. These meetings shall be scheduled on a regular monthly basis with the date to be determined by the LEA president and the superintendent. If either party cannot meet at the prescribed time, the meeting will be rescheduled at the earliest possible date.

b. A written agenda shall be prepared and distributed at least one day prior to the meeting and will contain items submitted by both sides. All items on the agenda will be discussed.

c. The membership attending these conferences shall be comprised of no more than six representatives as designated by the LEA president and no more than six representatives as designated by the superintendent.

### **B. Conference with Board**

#### **1. Purpose**

The purpose of these conferences is to share ideas, discuss plans, exchange information, or express mutual concerns and thus provide direct liaison between the Association and the Board.

#### **2. Meetings**

a. Two (2) meetings per year shall be scheduled in advance when the Board meeting calendar is established. One (1) meeting shall be scheduled for October and one (1) for May. A written agenda shall be prepared. This agenda will be adhered to at the meeting and will contain items submitted by both sides through the Superintendent's office no later than ten (10) school days prior to the meeting. Every effort will be made to discuss all items on the agenda. Background or supportive materials may be attached to the agenda by either party. Scheduled meetings may be canceled by mutual agreement between the Board and the Association when it appears that there are no substantive issues for an agenda.

b. Additional meetings may be scheduled based upon mutual agreement between the parties as a result of the written request of one (1) of the parties for such a meeting. These additional meetings may be requested if the Association or the Board believe that issues have not been alleviated through the LEA/Superintendent Liaison. A written request from the

Association will be forwarded to the Board of Education LEA Liaison who will determine with the Association President and the Superintendent if a conference with the Board should be scheduled for the purpose of clarifying the positions of the parties.

c. These Board conferences shall in no way deny an individual's right to process a grievance.

d. These conferences shall in no way be construed as a part of the negotiations procedure.

e. The Board may render a response at the conference or the Board may respond to the issues presented at a conference in writing to the LEA president within ten (10) working days after the conference.

f. It is understood that the Board response is not grievable by the Association.

g. A copy of the minutes of these meetings shall be provided to LEA.

## **IX. UNUSUAL DISMISSAL TIME FOR SUPPORT STAFF**

A. When the teaching staff has early dismissal, support staff may leave 20 minutes prior to the end of the workday.

B. On days when schools are closed early in case of inclement weather, all but one school building support staff member may leave at the same time as the teaching staff. When all pupils have left the building, the remaining support staff member shall, by the administrator's direction, advise the switchboard that the building has been cleared of all pupils. That individual is then free to leave.

C. Central office support staff may leave at the same time as the teaching staff on inclement weather days unless a specific and absolutely necessary duty must be completed that day.

D. Whenever a support staff member is required to remain during inclement weather, she/he shall be granted compensatory time. This time will be mutually agreed upon.

## **X. FULL VACATION RIGHTS/SUPPORT STAFF**

### **A. Ten Month Employees**

1. Ten (10) month employees shall have a work year of one hundred eighty-eight (188) days.

2. Ten (10) month employees shall work the published teachers' school calendar between September 1 and June 30.

3. Additional days may be scheduled by the administration, either before or after the teachers' school calendar, to meet the one hundred eighty-eight (188) day work year.

4. Workdays required outside the September 1 to June 30 time frame needed to complete the one hundred eighty-eight (188) day work year shall be mutually scheduled by the staff member and his/her immediate supervisor.

5. Weather related and emergency closings shall not reduce the required one hundred eighty-eight (188) day work year.

6. Any support staff member presently employed on a 10 month basis who moves to a 12 month position will receive full vacation rights based upon years of service in the district; for example, a support staff member employed for 12 years in a 10 month position will be credited with 12 full years of employment when reckoning vacation time.

### **B. Twelve-Month Employees**

1. The contractual year for these employees is July 1 - June 30.

#### **2. Vacation Schedule:**

If hired prior to December 1st of the school year, a contractual employee shall be entitled to 2 weeks of vacation at the end of that school year. One week of vacation is allowed for those employees hired between December 1st and April 1st, and 1 day per month after April 1st.

#### **3. Vacation Schedule**

a. In the second year through the sixth year of employment -- 2 weeks; in the seventh year through the fourteenth year of employment -- 3 weeks; in the fifteenth year and ensuing years -- 4 weeks.

b. Twelve month employees shall have off on the following days: July 4, Labor Day, NJEA Convention, Thanksgiving (½ day Wednesday through Friday), Christmas (December 24th through December 26th), New Year's (December 31st through January 1st), Martin Luther King Day, President's Day, Good Friday, and Memorial Day.

c. Four days additional vacation shall be granted in lieu of Columbus Day, Election Day, Veterans' Day, and Lincoln's Birthday.

d. A fifth in-lieu of day for 12 month support staff and one in-lieu of day for 10 month support staff will be granted annually. The support staff should give 2 weeks' notice and the day should be mutually agreed upon by the secretary and the building administrator. If Martin Luther King Day and/or President's Day becomes a day when school is in session, additional in-lieu of days will be granted accordingly.

#### **4. Vacation Notice**

Up to five (5) vacation days can be used as non-consecutive individual days with forty-eight (48) hour notice to the supervisor except in an emergency situation. The remaining vacation should be mutually arranged with the

supervisor at least two (2) weeks in advance of the vacation.

#### **XI. WORKSHOPS/SUPPORT STAFF**

The Board will make provisions for at least one workshop during the school year, if necessary, or if requested by either party.

#### **XII. STAFF MANUAL**

The Association shall provide 2 of its members to assist in review of the staff manual. If possible, these revisions will be made during the school year.

#### **XIII. COMMUNICATIONS**

Pursuant to agreement between the superintendent and the Association, documents generated by the central office which are important to the functioning of the Association and its membership shall be provided to the following designated Association officials: President, Vice President, Recording Secretary, Membership Chair-person, Negotiations Chair-person and Professional Rights and Responsibilities Chair-person.

#### **XIV. RIGHTS TO REPRESENTATION**

Whenever any employee is required to appear before any administrator or supervisor, board or any committee or member thereof concerning an administrative recommendation, or warning of a forthcoming administrative recommendation, for nonrenewal of a contract or increment withholding, he/she shall be given prior notice of the reason for such meeting or interview and shall be entitled to have a representative(s) of the Association present to advise him/her and represent him/her during such meeting or interview. Whenever an employee intends to have representation at any meeting referred to above, or an administrator intends to have a second administrator present at any such meeting, the teacher or administrator respectively, shall advise the other of his/her intention in advance of the scheduled meeting. These meetings shall be scheduled at a mutually agreeable time. Any suspension of an employee shall be instituted in accordance with law.

#### **XV. CHILDREN OF STAFF**

Children of staff members who live out of the district may attend the Livingston Public Schools at the tuition rate set by the Board annually, provided that the child receive only in-district services in a placement within the district public schools, at the superintendent's discretion.

#### **XVI. FULL VACATION RIGHTS/MAINTENANCE AND CUSTODIAL STAFF**

##### **A. Twelve - Month Employees**

##### **1. Vacation Schedule**

If hired prior to December 1st of the school year, a contractual employee shall be entitled to 2 weeks of vacation at the end of that school year. One week of vacation is allowed for those employees hired between December 1st and April 1st, and 1 day per month after April 1st.

## **2. Vacation Schedule**

a. In the second year through the sixth year of employment -- 2 weeks; in the seventh year through the fifteenth year of employment -- 3 weeks; in the sixteenth year and ensuing years -- 4 weeks.

b. Employees shall receive the following paid holidays: July 4 (to be celebrated on the previous or following work day), Labor Day, NJEA Convention, Thanksgiving (1/2 day Wednesday through Friday), Christmas and New Year's (following board approved calendar), Martin Luther King Day, President's Day, Good Friday, Memorial Day, Rosh Hashanah, and Yom Kippur.

c. Five days additional vacation shall be granted in-lieu of Columbus Day, Election Day, Veterans' Day, Lincoln's Birthday and one additional day. If Martin Luther King Day and/or President's Day becomes a day when school is in session additional in-lieu of days will be granted accordingly.

## **3. Vacation Notice**

Up to five (5) vacation days can be used as non-consecutive individual days with forty-eight (48) hour notice to the supervisor except in an emergency situation. The remaining vacation should be mutually arranged with the supervisor at least two (2) weeks in advance of the vacation.

## **XVII. WORK SCHEDULE/MAINTENANCE AND CUSTODIAL STAFF**

A. The normal daily shift shall be eight and one half (8 ½) hours with an unpaid one half (1/2) hour meal break and two (2) fifteen (15) minute breaks.

B. One (1) position is established for the night shift exclusively. When school is not in session, this position shall continue on regular night shift hours.

C. 1. Four (4) additional positions are established with a work schedule where the regular shifts include Saturday and Sunday. One (1) position was established prior to July 1, 2001. Three (3) additional positions may be established per the needs of the district.

2. One (1) of the foregoing four (4) positions may have flexible hours for the shift dependent upon the needs of the building being covered and may include Saturday and/or Sunday hours.

3. Three (3) of the foregoing four (4) positions may have flexible hours

for the shift dependent upon the needs of the buildings being covered and may include Saturday hours.

4. The work hours for all four (4) of the positions shall comply with A. above.

D. Employees who work in the positions delineated in B. and C. above, shall have the first right to apply for posted regular shifts. Current employees may voluntarily seek to serve in one of the positions delineated in B. or C. above, but will not be involuntarily transferred to such a position.

E. Meal times and break times shall be mutually established by the administration and the custodial/maintenance staff to provide full coverage in all buildings. All breaks will be duty free except in the case of an emergency.

F. When school is not in session, employees, other than those positions delineated in B. and C. above, shall be allowed to work the 7:00 a.m. - 3:30 p.m. shift. In buildings where other employees' work shifts end after 3:30 p.m., one (1) custodian per building shall be assigned to work 8:00 a.m. - 4:30 p.m. When school is not in session volunteers will be solicited to work the evening shift as necessary for district operating requirements.

G. On four (4) hour student session days, the night shift, other than those positions delineated in B. and C. above, shall begin working at 12:30 p.m. and work the regular number of hours.

H. 1. When the district is closed for emergency reasons, employees who are called in to work for emergency related duties will be paid their normal daily pay plus their normal hourly rate for all hours worked on emergency related duties.

A list of employees who wish to be called first in these emergency situations will be compiled.

2. Employees may leave work when the emergency related work is completed, as determined by the administration and shall receive straight time for the remainder of their regular shift length.

3. Employees asked to remain on such days shall continue to receive overtime compensation as delineated above.

4. Should a "state of emergency" be declared by the Governor of the State of New Jersey, employee attendance shall be handled on a case-by-case basis.

I. The assignment of maintenance employees to coverage for each separate absence of custodial employees shall be rotated. The rotation may be interrupted when specific maintenance services, i.e. plumbing or electrical, are needed.



## **XVIII. JOB SECURITY CLAUSE/MAINTENANCE AND CUSTODIAL STAFF**

It is the intent of the Livingston Board of Education to employ all regular contractual employees in the maintenance, custodial, bus driver and van driver classifications for the duration of the contract, providing they have received satisfactory evaluations. This job security clause does not preclude the Board's right to reduce the work force due to declining enrollment, to dismiss an employee for just cause or other legally legitimate reason.

In the event of a reduction in force (RIF), seniority in the district as calculated from the first day of employment shall be considered as one of the criteria for determining the order of lay-off. Other relevant criteria considered shall be rules, regulations and administrative directives as well as the needs of the school district.

## **XIX. UNIFORMS/MAINTENANCE AND CUSTODIAL STAFF**

The Livingston Board of Education will furnish four (4) sets of uniforms annually. All custodians must wear their uniforms each day. All custodians will be issued raincoats. All items must be signed out when received.

The board shall provide each employee with a double insulated winter jacket every two (2) years. The Board shall provide one (1) set of foul weather gear in each building for the use of the head custodian and foul weather gear for maintenance personnel as necessary.

Employees shall be reimbursed up to two hundred (200) dollars annually for safety shoes when a receipt for the purchase is presented to the Board. Employees will assume all responsibility for having safe footwear. A store shall be designated where employees may charge the purchase to the Board.

Coveralls will be provided for all employees when necessary.

The Manager of Buildings and Grounds is responsible for insuring that each custodial and maintenance employee receives the aforementioned items.

## **XX. LICENSE RENEWAL**

The Board of Education will pay for the renewal of all work related licenses held by maintenance personnel, custodians and bus drivers.

Bus drivers will be reimbursed for the cost of required fingerprinting upon submission of a receipt of payment to the Board.

## **XXI. AIDES,TEACHER ASSISTANT,INDIVIDUAL STUDENT ASSISTANT FAIR DISMISSAL CLAUSE**

All aides, teacher assistants and individual student assistants in the district, after three years of employment and satisfactory service to the district as evidenced by their evaluations, are entitled to a LIFO (last in first out) system of dismissal if there is a reduction in the number of aides in the district or when a position is no longer available. The LIFO system shall be applied to individuals within each specific category of employment unless the individual possesses highly specialized training or support necessary for a student's identified individual needs. Employees subject to lay-off under the LIFO system within their category of employment may be considered for openings in other categories of employment if qualified for that category.

## **XXII.MILEAGE RATE**

Employees using their personal automobiles for district business, shall be reimbursed by the Board at the rate permitted by the Internal Revenue Service, as same may change from time to time.

## **ARTICLE III**

### **REPRESENTATION FEE**

#### **I. REPRESENTATION FEE**

The Board and the Association agree that the Association is authorized to collect a representation fee from nonmembers, equal to 85% of the United Profession dues, through automatic payroll deduction.

#### **II. DEMAND AND RETURN SYSTEM**

The Association warrants and covenants that a demand and return system has been established, and that this system is in compliance with the statutes and will result in the appropriate membership and representation fees being forwarded to the Association.

#### **III. SAVE HARMLESS**

The Association indemnifies and holds the Board harmless against any and all claims, demands, suits, and other forms of liability, including liability for reasonable counsel fees and other legal costs and expenses, that may arise out of or by reason of any action taken or not taken by the Board in conformance with these provisions.

#### **IV. NOTICE OF CLAIMS**

The Board agrees to give the Association timely notice in writing of any claim, demand, suit or other form of liability filed in regard to the implementation of the representation fee.

#### **V. DEFENSE OF CLAIMS**

If the Association so requests, in writing, the Board will surrender to it the full responsibility for the defense of such claim, demand, suit or other form of liability, and will cooperate fully with the Association in the preparation of said defense.

#### **VI. DEFENSE MONITORING**

The Board may monitor the defense by the Association.

## **ARTICLE IV**

### **GUARANTEED PREPARATION TIME**

#### **I. GUARANTEED PREPARATION TIME**

Each teacher will have guaranteed preparation time according to the following schedule:

**A.** Elementary - four (4) forty (40) minute preparation periods each week and one (1) additional forty (40) minute preparation period each week to be assigned by the principal and designated as common planning time for grade level team planning and grade level meetings. This time will be provided during special area instruction time with no more than one (1) period per day if possible (art, music, physical education, media). The superintendent and the association president will develop a committee jointly to assess the value and effectiveness of the grade level planning period and make recommendations for future utilization.

**B.** Secondary - five (5) unassigned preparation periods each week.

**C.** Principals and supervisors may conduct meetings during a common planning period. No scheduled meetings should be held during a teacher's preparation period or lunch. A teacher's preparation period may be used for conferences involving observations or evaluations when mutually agreed between the teacher and principal/supervisor.

#### **II. LOST PREPARATION TIME**

Whenever a preparation time is lost because of an administrative assignment or assignment to district committee service, compensatory time will be granted.

##### **A. Compensatory Time Options**

1. Sign out at student dismissal time.
2. Late sign in if teacher's schedule permits.

**B.** A teacher asked to provide coverage of another teacher's assignment during his/her preparation period will be reimbursed at the rate of thirty dollars (\$30.00) per period for the 2004-2005 school year and thirty-five dollars (\$35.00) per period for the 2005-2007 school years. This assignment can be applied only to daily needs and cannot be utilized for long term absences. The teacher asked to provide coverage will be informed of the coverage as soon as the building administrator is aware of the need to cover.

If there is no other way to provide coverage and an opportunity exists at the secondary level for the building administrator to switch a service

period and preparation period on the same day in order to accomplish the coverage this will be allowed without payment necessary. If there is no other way to provide coverage and an opportunity exists at the elementary level for the building administrator to replace the preparation period with an equivalent preparation period within the same week in order to balance the coverage this will be allowed without payment necessary. The building administrator will submit a list of individuals entitled to payment on the appropriate form at the beginning of each month from October through July.

C. Implementation of compensatory time will be at the mutual convenience of the teacher and principal/supervisor.

## **ARTICLE V**

### **DUTY-FREE LUNCH**

#### **I. DUTY-FREE LUNCH**

All teachers will be guaranteed a duty-free lunch period.

#### **II. LOST DUTY-FREE LUNCH**

In the event the duty-free lunch is taken away, compensatory time as described in Article IV, II, A and C will apply.

#### **III. PLAYGROUND AIDES (Elementary)**

##### **A. Purpose**

The Board agrees to budget funds for the duration of the agreement for the purpose of recruiting and hiring at least one playground aide for each elementary school. It is the objective of the Board, consistent with the welfare and safety of the children of the school district, to provide every elementary school teacher with a full lunch period free from playground supervision duties.

##### **B. Emergency Duty**

In those emergent situations and in those cases wherein the administrative staff determines that the assignment of a teacher to lunch time playground supervision duty is required for the safety and welfare of the children, it is understood and agreed that the administrative staff's authority to assign is retained.

## **ARTICLE VI**

### **INVOLUNTARY TRANSFER**

#### **I. DEFINITION**

An involuntary transfer for the purposes of this article is meant to be that which requires Board action (specifically, a change in building assignment) or a grade level/subject area assignment change. An involuntary transfer will not be made for disciplinary reasons.

#### **II. PROCEDURE**

A. Involuntary transfer assignment notifications, when possible, will be given by May 15th.

B. It is the intent that all transfer assignment notifications will be completed by the last week of school.

C. Situations which cause changes after May 15th should be resolved at the earliest possible time.

D. Principal/administrators will communicate with each person being proposed for a transfer notifying him/her of a possible new assignment at least seven (7) working days prior to the final board action on the transfer.

E. A teacher may, upon request, have a conference with the superintendent or his designee to discuss (in confidence) the reasons for the transfer.

F. The superintendent or his designee and principal or administrator will communicate directly with those who are being transferred. A letter from the superintendent or his designee regarding the transfer decision shall follow the conference.

## **ARTICLE VII**

### **OBSERVATION AND EVALUATION PROCEDURES**

Observations and evaluations are completed in accordance with the district SUPERVISORY/EVALUATION FRAMEWORK For PROFESSIONAL STAFF.

#### **I. DEFINITIONS**

**A.** A formal observation is a visit by a certified administrator or supervisor followed by a written observation report. The report will include a brief description and/or highlights of the lesson, strengths and/or alternative strategies for consideration in the areas of planning and structure of the lesson, teaching strategies and methodology, and classroom management.

A formal observation on the elementary level will be a minimum of 30 minutes, and on the secondary level the greater part of a teaching period. The observation should include the beginning or ending of a lesson. Ideally, the supervisor should provide a written observation report within approximately one week. Within ten working days of receipt of the report, the staff member shall have the right to submit written comments, after which both parties shall sign the report. The staff member's signature indicates having seen and read the final report, not necessarily agreement.

**B.** A coaching observation is an observation made by a qualified administrator or supervisor of a lesson for the purpose of providing staff development in the areas of planning and structure of the lesson, teaching strategies, and methodology and/or classroom management as developed in accordance with the district staff development plan and inservice training.

The coaching visitation will be followed by a private conference between the staff member and the administrator or supervisor to discuss the observation in accordance with the staff development plan. No written notes or report will be maintained of the coaching visitation. No reference to this coaching observation will be made part of any future formal observation report or formal evaluation.

The intent of this coaching observation is to enhance the process of professional instructional improvement in an atmosphere of trust and partnership between the administrator or supervisor and staff member.

**C.** An informal observation is a short observation/visit (15 minutes or



more) made to the staff members assigned station with a brief written commentary by a qualified administrator or supervisor at a time other than during a formal observation or coaching observation.

D. A formal evaluation is a written summary of at least one formal observation for tenured staff and at least two formal observations for non tenured staff. The report will address the staff member's total performance as an employee of the district, including but not limited to:

- performance areas of strength;
- performance areas needing improvement based upon the job description; an individual professional improvement plan developed by the supervisor and the teaching staff member (PIP);
- and a summary of available indicators of pupil progress and growth, and a statement of how these indicators relate to the effectiveness of the overall program and the performance of the individual teaching staff member.

E. Personnel file - Written observations and evaluations shall be maintained in the individual's personnel files in the Board office. Additional materials to be placed in an employee's file must be seen and initialed by the employee or be designated on the face, "copy to the personnel file."

## **II. PROCEDURES FOR OBSERVATIONS AND EVALUATIONS**

### **A. Tenured Professionals (K-12)**

1. All tenured staff (except those identified for Professional Intervention) will have a minimum of one formal observation and one coaching observation or if a staff member elects the submission of a portfolio or focused development of a specific concept including objectives, activities and assessment through mutual agreement by May 15th.
2. One formal evaluation completed by May 30th.

### **B. Non-Tenured Professionals (K-12) YEAR 1**

1. Completion of a minimum of two formal observations by the end of November and February.
2. A minimum of two formal evaluations completed by December 15th and April 15th.
3. A formal, informal or coaching observation (as determined by the evaluator) completed between April 15th and June 15th.
4. Provisional teacher Department of Education forms for observations and evaluations can be filled out using information from the district observation and evaluation forms.

### **C. Non-Tenured Professionals (K-12) YEARS 2 and 3**

1. Completion of a minimum of two formal observations by the end of November and February.
2. A minimum of one formal evaluation completed by April 15th.
3. A formal, informal or coaching observation (as determined by the evaluator) completed between April 15th and June 15th.

### **D. Observation/Evaluation Conferences**

1. Timely post observation and evaluation conferences will be scheduled.
2. At least 2 days prior to each evaluation conference, the teacher should receive the written evaluation in order to review the document.
3. Tenured teachers will have their evaluation conference by May 30.

### **III. INCREMENT/GUIDE RAISE**

**A.** It shall be understood that the increment/guide raise is not automatic. An increment may be withheld for the following reasons:

1. A pattern of unsatisfactory performance of classroom and/or school responsibilities as substantiated by evaluations;
2. Violations of law, Board of Education policies and/or school district rules and regulations;
3. A record of an excessive and unusual pattern of attendance that undermines the effectiveness and reliability of the teacher.
4. For inefficiency or other good cause pursuant to N.J.S. 18A:29-14.

**B.** If it is determined that an individual's performance is unsatisfactory, a warning will be issued by the superintendent by January 15th. Exceptions will be made to this date only if circumstances regarding the individual's performance warrant this action. If a warning is issued after January 15th, the individual will be given a minimum of 60 calendar days to correct the concerns identified and no action will be taken regarding the following year's status before the 60 days expire. Exceptions to this will occur only in those areas where statute requires notification prior to May 15th. In unusual cases, where it is determined that a teacher's aberrant behavior harms the learning environment, the warning period may be eliminated. At the end of the sixty (60) day period the warning status may be removed, the individual may be placed on probation for the following year, or an increment/guide raise may be withheld. The employee will be notified in writing of his/her status.

**C.** Dependent upon the improvement made by the end of the probationary year, a teacher may be removed from probation or an increment/guide raise may be withheld. Dependent upon the improvement made during a

year in which an increment/guide raise has been withheld, a teacher may be returned to the proper step on the salary guide according to training and experience the following year, continue to receive no increment/guide raise, or any other legally appropriate salary restoration plan may be implemented as a result of discussions between the superintendent and the Board.

D. Whenever possible, everyone will be advised of his/her salary status for the following year by May 15th.

#### **IV. EVALUATION PROCEDURES/MAINTENANCE AND CUSTODIAL STAFF**

Employees who are under contract shall be evaluated by persons determined by the superintendent at least once each work year. Evaluations shall be completed by March 15.

All observations of work performance shall be conducted openly and shall be done in a standard and consistent manner. The forms and criteria may be developed jointly between representatives of the Board and Association. A copy of the forms and procedures will be given to each employee in advance.

Employees shall be given a copy of all evaluation reports. No person shall be required to sign a blank or incomplete evaluation form. The signing of the form is an indication that the employee has read the report. A signed written rebuttal and/or comments may be made within ten (10) working days of the receipt of the evaluation report. Each employee shall be evaluated by at least two (2) evaluators. Their names shall be given to each employee prior to any observation.

A mid year conference shall be held no later than December 31. The employee and the appropriate administrator or supervisor shall meet to discuss the employee's work performance. A conference report will be compiled by the supervisor and a copy given to the employee within ten (10) working days. The report shall contain the items discussed.

No employee shall be disciplined, reprimanded or reduced in compensation without just cause. Any such action asserted by the Board or any agent or representative thereof, shall be subject to the grievance procedure herein set forth. Any dismissal or suspension shall be considered a disciplinary action and shall, at the option of the employee, be subject to the grievance procedure.

Current procedures shall remain in effect for the duration of the agreement; any changes in procedures shall be mutually agreed upon.

## **V. EVALUATION PROCEDURES SUPPORT STAFF**

Employees who are under contract shall be evaluated by persons determined by the superintendent at least once each work year. Evaluations shall be completed by March 15. All observations of work performance shall be conducted openly and shall be done in a standard and consistent manner. The forms and criteria may be developed jointly between representatives of the Board and Association. A copy of the forms and procedures will be given to each employee in advance.

Employees shall be given a copy of all evaluation reports. No person shall be required to sign a blank or incomplete evaluation form. The signing of the form is an indication that the employee has read the report. A signed written rebuttal and/or comments may be made within ten (10) working days of the receipt of the evaluation report. Each employee shall be evaluated by one (1) primary evaluator. The name of the primary evaluator shall be given to each employee prior to any observation. The primary evaluator may draw upon other administrative sources for evaluation input.

A mid year conference shall be held no later than December 31. The employee and the appropriate administrator or supervisor shall meet to discuss the employee's work performance. A conference report will be compiled by the supervisor with a copy given to the employee within ten (10) working days. The report shall contain the items discussed.

No employee shall be disciplined, reprimanded or reduced in compensation without just cause. Any such action asserted by the Board or any agent or representative thereof, shall be subject to the grievance procedure herein set forth. Any dismissal or suspension shall be considered a disciplinary action and shall, at the option of the employee, be subject to the grievance procedure.

Current procedures shall remain in effect for the duration of the agreement; any changes in procedures shall be mutually agreed upon.

## **ARTICLE VIII**

### **SALARIES**

#### **I. SCHEDULES A, A-1, A-2 and E**

The salary schedule for employees covered in the unit shall be set forth in Schedules A , A-1, A-2 and E.

#### **II. EARNED DOCTORATE**

Additional salary for earned Doctorates will be as set forth in schedule A.

#### **III. INCREMENTS**

A. All advancement on the schedule, including annual increments and raises as set forth in the schedule now in effect, and as the same may be adopted by the Board, shall not be considered automatic.

B. Advancement on any column shall require satisfactory evaluations by the superintendent and those charged with supervisory responsibility and approval by the Board.

C. All advancement on the salary schedule shall be in accordance with the individual's training level and years of experience. Such vertical advancement is not to exceed 1 full step per year. An employee hired after March 1 will move to the next yearly step on the salary schedule as of July 1 (for twelve month employees) or September 1 (for ten month employees) of the following calendar year.

D. If an increment/guide raise is withheld, during the year the agreement is in force, a program of assistance shall be planned and implemented to help the individual.

1. Periodic evaluations shall be made to determine the level of improvement.

2. Dependent upon the improvement made during a year in which an increment/guide raise has been withheld, a teacher may be returned to the proper step on the salary guide according to training and experience the following year, continue to receive no increment/guide raise, or any other legally appropriate salary restoration plan may be implemented as a result of discussions between the superintendent and the Board.

#### **V. ADVANCEMENT ON SALARY SCHEDULE A**

A. The teacher's salary schedule provides for seven levels of professional training:

1. B Bachelor's Degree
2. B+16 Bachelor's Degree+16 approved credits
3. B+32 Bachelor's Degree+32 approved credits

4. M Master's Degree
5. M+16 Master's Degree+16 approved credits
6. M+32 Master's Degree+32 approved credits
7. Dr. Doctorate Degree

B. In the entire range of credits given for work beyond the Bachelor's Degree, from levels 2 through 7, only 6 undergraduate credits may be applied.

1. All credits must be approved in advance, and in writing, by the superintendent or his designee, with a copy in the teacher's folder.

2. Courses already taken will be evaluated by the superintendent or his designee for consideration toward advancement on the salary schedule.

C. Advancement on the salary schedule will be effective September 1st of the contract year for courses completed by the end of the previous summer, and February 1st for courses completed during the fall of the contract year.

## **VI. CHANGE OF SALARY LEVEL/SCHEDULE A**

A. Salary level changes are effective September 1 and/or February 1.

B. Upon attainment of a Master's degree, advanced credits completed before the Master's and not a part of the Master's program, will be credited as advanced credits beyond the Master's.

### **C. Procedure**

1. Written notification of an anticipated salary level change shall be directed to the superintendent stating current and future level.

2. In order to insure proper budgeting, notification must be submitted by November 1st in the school year prior to the contemplated change. At the time of notification, a copy of all transcripts to date should be on file. If notification is not possible by November 1st, it shall be made as soon thereafter as is possible.

3. Prior to, or immediately following written notification, the employee and an administrator will review the employee's credit status.

4. Proof of attainment of a higher salary status must be submitted to the superintendent or designee before October 1 to be retroactive to September 1, and prior to February 1 to be effective February 1.

5. If for any reason this procedure cannot be followed, a request for an extension of time should be sent in writing to the Assistant Superintendent for Personnel.

## **VII. SCHEDULES B,C,D**

A. The Board agrees to compensate teachers for extracurricular activities in accordance with Schedules B, C and D.

B. In the event it becomes necessary to hire inexperienced persons in the following positions, high school varsity head coaches, high school all-school production director, high school band director, the Board may elect to pay, for the first year, the stipend found in the previous year's agreement. If this person continues in the position for the following year, the stipend paid will be according to the appropriate year's agreement.

C. Any change in a stipend must be negotiated.

### **VIII. INSTRUCTOR STIPEND/INSERVICE**

Certificated personnel conducting inservice instructional programs approved by the superintendent or his designee shall be paid fifty-five dollars (\$55.00) per hour for the duration of this agreement. An hour is 60 minutes of class instruction.

### **IX. NEW POSITION**

In the event that new positions are created and approved by the Board subsequent to the completion of negotiations, or that changes in a position occur during the year, the Association shall have the right to negotiate the terms and conditions of employment and compensation for that position with the Board. Such negotiations will be initiated at the Superintendent - LEA Conference meeting. All such items will be discussed with the LEA negotiations team and the terms and conditions of employment with respect to the position will be resolved as quickly as possible.

### **X. PAYROLL DEDUCTIONS**

The Board agrees to provide, for those requesting them, the following payroll deduction services: United Profession Association dues, payroll savings at a rate of 10%, 15%, or 20%, and Tax Deferred Annuity Funds. (Tax Deferred Annuity Funds may be designated twice yearly).

### **XI. LONGEVITY PAYMENTS**

Longevity payments are as follows:

#### **Years of Service (In the District)**

Effective	July 1, 2004	July 1, 2005	July 1, 2006
15 Year	1700	1800	1900
20 Year	2750	2925	3050
25 Year	3650	3885	4040
30 Year	4310	4600	4785

15 years means an employee must have an aggregate of 15 years of service to the district prior the current school year or by February first of the current school year in order to qualify for a midyear adjustment.

20 years means an employee must have an aggregate of 20 years of service to the district prior the current school year or by February first of

the current school year in order to qualify for a midyear adjustment.

25 years means an employee must have an aggregate of 25 years of service to the district prior the current school year or by February first of the current school year in order to qualify for a midyear adjustment.

30 years means an employee must have an aggregate of 30 years of service to the district prior the current school year or by February first of the current school year in order to qualify for a midyear adjustment.

If an employee was hired by December 31st of a contractual year they will receive full credit for that year.

Early Arrival aides are entitled to eighty-five (85%) percent of the stated longevity dollar amount.

It is understood that longevity payments, made pursuant to this section, are noncumulative.

## **XII. PAYMENT FOR REQUIRED SUMMER WORK/ PENSIONABLE**

A staff member regularly assigned to additional duties for two (2) weeks between the end of one school year and the beginning of the next as a Guidance Counselor, Cooperative Office Education Coordinator, or Cooperative Education Coordinator shall be paid the additional salary provided in Schedule C as added compensation for the extra duties of the position. Said additional compensation shall be considered pensionable during the time period that the individual is assigned the extra duties and shall be paid to the employee in equal installments during the ensuing September to June school year as part of his/her regular pay.

Should the staff member no longer be assigned the additional duties, the compensation for the extra work will be discontinued and he/she shall only be entitled to his/her appropriate guide salary as provided in Schedule A of this agreement.

It is agreed and understood that such a reduction of salary is solely because the extra duties shall be eliminated and it need not be accomplished as a reduction of salary under the provision of N.J.S.A. 18A:6-10.

Additional summer weeks beyond the two required weeks shall be paid pursuant to this agreement; however, the stipend for such work shall not be considered pensionable. The stipend for additional summer work shall be paid according to regular business office practices.



## SCHEDULE A

### TEACHERS' 2004-2005 SALARIES

Step	BA	BA+16	BA+32	M	M+16	M+32	D
1	39500	40800	42500	44600	47050	50150	52650
2	40600	41900	43600	45700	48150	51250	53750
3	41900	43200	44900	47000	49450	52550	55050
4	43500	44800	46500	48600	51050	54150	56650
5	45400	46700	48400	50500	52950	56050	58550
6	47600	48900	50600	52700	55150	58250	60750
7	50100	51400	53100	55200	57650	60750	63250
8	53000	54300	56000	58100	60550	63650	66150
9	56300	57600	59300	61400	63850	66950	69450
10	60000	61300	63000	65100	67550	70650	73150
11	64000	65300	67000	69100	71550	74650	77150
12	68200	69500	71200	73300	75750	78850	81350
13	72600	73900	75600	77700	80150	83250	85750
14						88690	91190

### TEACHERS' 2005-2006 SALARIES

Step	BA	BA+16	BA+32	M	M+16	M+32	D
1	41000	42400	44250	46500	49200	52500	55000
2	41500	42900	44750	47000	49700	53000	55500
3	42800	44200	46050	48300	51000	54300	56800
4	44400	45800	47650	49900	52600	55900	58400
5	46300	47700	49550	51800	54500	57800	60300
6	48500	49900	51750	54000	56700	60000	62500
7	51000	52400	54250	56500	59200	62500	65000
8	53800	55200	57050	59300	62000	65300	67800
9	56900	58300	60150	62400	65100	68400	70900
10	60400	61800	63650	65900	68600	71900	74400
11	64400	65800	67650	69900	72600	75900	78400
12	68900	70300	72150	74400	77100	80400	82900
13	73900	75300	77150	79400	82100	85400	87900
14						90900	93400

## TEACHERS' 2006-2007 SALARIES

Step	BA	BA+16	BA+32	M	M+16	M+32	D
1	42000	43400	45300	47600	50400	53800	56400
2	42800	44200	46100	48400	51200	54600	57200
3	43700	45100	47000	49300	52100	55500	58100
4	45350	46750	48650	50950	53750	57150	59750
5	47300	48700	50600	52900	55700	59100	61700
6	49550	50950	52850	55150	57950	61350	63950
7	52150	53550	55450	57750	60550	63950	66550
8	55100	56500	58400	60700	63500	66900	69500
9	58400	59800	61700	64000	66800	70200	72800
10	62050	63450	65350	67650	70450	73850	76450
11	66050	67450	69350	71650	74450	77850	80450
12	70500	71900	73800	76100	78900	82300	84900
13	75400	76800	78700	81000	83800	87200	89800
14						92735	95335

**SCHEDULE A-1**  
**SUPPORT STAFF SALARIES**

**12-MONTH STAFF**

**2004-2005**

	First Sec'y	Admin Sec'y	Office Support	Office Support
Step	Bookkeeper	Bookkeeper	Full Time	Part Time
1	34300	32700	31900	18229
2	36300	34700	33900	19371
3	38500	36900	36100	20629
4	40900	39300	38500	22000
5	43550	41950	41150	23514
6	46400	44800	44000	25143
7	49600	48000	47200	26971
8	53100	51500	50700	28971

**2005-2006**

	First Sec'y	Admin Sec'y	Office Support	Office Support
Step	Bookkeeper	Bookkeeper	Full Time	Part Time
1	35600	33975	33150	18943
2	37700	36075	35250	20143
3	40000	38375	37550	21457
4	42500	40875	40050	22886
5	45200	43575	42750	24429
6	48150	46525	45700	26114
7	51350	49725	48900	27943
8	55075	53450	52625	30071

**2006-2007**

Step	First Sec'y Bookkeeper	Admin Sec'y Bookkeeper	Office Support Full Time	Office Support Part Time
1	37285	35635	34785	19877
2	39410	37760	36910	21091
3	41735	40085	39235	22420
4	44260	42610	41760	23863
5	47010	45360	44510	25434
6	50060	48410	47560	27177
7	53385	51735	50885	29077
8	57260	55610	54760	31291

**SCHEDULE A-1**  
**SUPPORT STAFF SALARIES**

**10-MONTH STAFF**

**2004-2005**

	First	Admin	Office	Office	Attendance
Step	Secretary	Secretary	Support FT	Support PT	Liaison
1	28583	27250	26583	15190	30583
2	30250	28917	28250	16143	32143
3	32083	30750	30083	17190	33859
4	34083	32750	32083	18333	35731
5	36292	34958	34292	19595	37798
6	38667	37333	36667	20952	40021
7	41333	40000	39333	22476	42517
8	44250	42917	42250	24143	45247

**2005-2006**

	First	Admin	Office	Office	Attendance
Step	Secretary	Secretary	Support FT	Support PT	Liaison
1	29667	28313	27625	15786	31742
2	31417	30063	29375	16786	33380
3	33333	31979	31292	17881	35174
4	35417	34063	33375	19071	37124
5	37667	36313	35625	20357	39230
6	40125	38771	38083	21762	41531
7	42792	41438	40750	23286	44027
8	45896	44542	43854	25060	46932

**2006-2007**

Step	First Secretary	Admin Secretary	Office Support FT	Office Support PT	Attendance Liaison
1	31071	29696	28988	16564	33171
2	32842	31467	30758	17576	34828
3	34779	33404	32696	18683	36642
4	36883	35508	34800	19886	38611
5	39175	37800	37092	21195	40756
6	41717	40342	39633	22648	43135
7	44488	43113	42404	24231	45729
8	47717	46342	45633	26076	48751

Note: 10-month office support includes the LHS Career Resource person, LHS Library Computer Specialist and the LHS AVA Specialist

## **SUPPORT STAFF SALARIES**

### **ADDENDA TO A-1**

#### **A. Stipends**

The salary schedules for employees not on the teachers' salary schedule provide for additional stipends for advanced professional training. For the completion of each set of eight approved credits, a stipend of \$400.00 for the 2004-2005 school year and \$425.00 for the 2005-2007 school years will be added to the base salary for each set. For the attainment or possession of an AA degree or BA degree in a field related to the individuals' current position and approved in advance by the superintendent or his designee, an additional stipend of \$800.00 will be added to the base salary.

#### **B. Advancement**

All advancement on the guide, including annual increments and raises as set forth in the salary schedules now in effect, and as the same may be adopted from time to time by the Board shall not be considered automatic; advancement on any such guide shall require favorable reports covering the professional competence, the performance of duties assigned and record of attendance of each employee by the superintendent and those charged with supervisory responsibility, and approval by the Board.

#### **C. Extra Duty**

Any support staff employee required to perform an additional assignment that results in work beyond the normal workday (i.e. 7 hours) shall be compensated at an overtime rate of one and one-half times (1.5x) their regular hourly rate of pay for all hours worked.

#### **D. Working Conditions**

Full time Teaching Assistants and Individual Student Assistants will work the same hours as the teachers at their assigned level.

Time in the daily schedule will be arranged by mutual agreement at the building level to provide for a break and lunch.

## **D. Teacher Assistants/Individual Student Assistants**

### Teaching Assistants

	2004-2005	2005-2006	2006-2007
Step			
1	19200	19725	20450
2	19600	20150	20875
3	20050	20625	21360
4	20550	21175	21930
5	21115	21800	22580
6	21749	22570	23404

### Individual Student Assistants

	2004-2005	2005-2006	2006-2007
Step			
1	19200	19725	20450
2	19600	20150	20875
3	20050	20625	21360
4	20550	21175	21930
5	21115	21800	22580
6	21749	22570	23404

## **E. Early Arrival Aides**

### Early Arrival Aides

	2004-2005	2005-2006	2006-2007
Step			
1	18075	18600	19300
2	18425	18975	19675
3	18825	19400	20110
4	19275	19900	20630
5	19790	20475	21230
6	20374	21195	22004



## Schedule A-2

### MAINTENANCE, CUSTODIAL, BUS DRIVERS SALARIES

#### 2004-2005

	Maintenance	Custodial	2004-2005 Bus Drivers		
Step			40hr	30hr	20hr
1	36000	31000	25833	19375	12917
2	36800	31800	26500	19875	13250
3	37700	32700	27250	20438	13625
4	38700	33700	28083	21063	14042
5	39900	34900	29083	21813	14542
6	41500	36500	30417	22813	15208
7	43300	38300	31917	23938	15958
8	45680	40750	33958	25469	16979
9	48070	43070	35892	26919	17946

#### 2005-2006

	Maintenance	Custodial	2005-2006 Bus Drivers		
Step			40hr	30hr	20hr
1	36850	31800	26500	19875	13250
2	37750	32700	27250	20438	13625
3	38750	33700	28083	21063	14042
4	39850	34800	29000	21750	14500
5	41150	36100	30083	22563	15042
6	42650	37600	31333	23500	15667
7	44450	39400	32833	24625	16417
8	47030	42050	35042	26281	17521
9	49610	44560	37133	27850	18567

**2006-2007**

Step	Maintenance	Custodial
1	37610	32510
2	38610	33510
3	39710	34610
4	41010	35910
5	42510	37410
6	44210	39110
7	46110	41010
8	48690	43660
9	51260	46160

**2006-2007****Bus Drivers**

40hr	30hr	20hr
27092	20319	13546
27925	20944	13963
28842	21631	14421
29925	22444	14963
31175	23381	15588
32592	24444	16296
34175	25631	17088
36383	27288	18192
38467	28850	19233

# MAINTENANCE, CUSTODIAL, BUS DRIVERS SALARIES

## ADDENDA TO A-2

### **A. Stipends**

The salary schedules for employees in maintenance, custodian, bus driver and van driver classifications salary schedule provide for additional stipends for advanced professional training. For the completion of each set of eight (8) approved credits, a stipend of \$400.00 for the 2004-2005 school year and \$425.00 for the 2005-2007 school years will be added to the base salary.

Additional differentials will be added to the base salary according to the following schedule:

Night Custodian	\$ 850.00
Night Supervisor	\$1150.00
Head Elementary School	\$1750.00
Head Middle School	\$2000.00
Head High School	\$2450.00
Possession of Black Seal License	\$ 550.00
Bus Mechanic (tool usage)	\$ 500.00
Possession of HVAC Certification	\$ 500.00
Possession of Electrician License	\$2000.00

### **B. Salary Payments**

1. Employees shall be paid in equal semi-monthly installments.
2. When a payday falls on a school or bank holiday, or during a vacation, employees will receive their pay check on the last previous day of work.
3. Employees shall receive their final June check and the pay schedule for the following year on the last day of teacher attendance in June.
4. Employees working on the night shift shall receive their pay check one day earlier.
5. Employees will be informed about overtime dates, hours and payments. The hourly and overtime rates of pay will be printed as soon as possible.

### **C. Employment Practices**

1. A custodian who has been substituting in a higher paying position will receive the higher pay for the position after ten (10) consecutive days in the more responsible position, retroactive to the first day in that position.
2. No new employee shall work more than sixty (60) days in a probationary period without a contract.

3. Any employee hired prior to March 1 shall be credited with a year's service in the district. Employees hired after March 1 will not be advanced on the salary schedule for the next year.
4. Overtime shall be paid at the rate of one and one-half (1 1/2) times the employees' regular hourly wage after forty (40) hours per week. If a vacation or holiday intervenes, the employee shall be given credit toward the forty-hour week for the vacation and/or holiday. Credit shall not be given for sick days or contingency days. Custodial overtime shall be offered based upon seniority and on a rotating basis within each work site. The rotation may be by-passed in an effort to equalize overtime assignments for all employees. Refusal of overtime hours offered shall count for equalization purposes as if the employee worked the overtime hours. This overtime provision is not intended to interfere with the application of Article II:XVII:9.
5. Employees working on holidays shall be paid their regular holiday pay plus the overtime rate of two (2) times their regular hourly rate of pay for all hours worked. The following days are to be considered holidays: July 4, Labor Day, Thanksgiving Holidays, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, Martin Luther King Day, Good Friday, and Memorial Day.
6. The Board shall post a notice of special project work to be done when school is closed (excluding emergency closings) for which employees may apply. The rate of pay shall be one and one-half (1 1/2) times the employee's regular hourly wage.
7. The Board of Education will pay (members of the unit) employees, who have been certified to do limited asbestos removal, double time for removing asbestos. Double time is defined as two (2) times the regular hourly rate of pay.
8. Employees called back to work to service an alarm, shall be compensated for a minimum of two (2) hours of work.

# ATHLETICS

# SCHEDULE B

2004-2005 2005-2006 2006-2007

	Number	Amount	Amount	Amount
Athletics Middle School				
Interscholastic Sports				
Coordinator of Athletics		9203	9640	10092
Site Manager	1	4597	4815	5042
Boys' Baseball	1	5018	5256	5503
Boys' Baseball Assistant	1	3763	3942	4127
Boys' Basketball	1	5018	5256	5503
Boys' Basketball Assistant	1	3763	3942	4127
Girls' Basketball	1	5018	5256	5503
Girls' Basketball Assistant	1	3763	3942	4127
Cross Country (co-ed)	1	4427	4638	4856
Cross Country Assistant	1	3321	3478	3642
Field Hockey	1	5018	5256	5503
Field Hockey Assistant	1	3763	3942	4127
Boys' Lacrosse	1	5018	5256	5503
Boys' Lacrosse Assistant	1	3763	3942	4127
Girls' Lacrosse	1	5018	5256	5503
Girls' Lacrosse Assistant	1	3763	3942	4127
Boys' Soccer	1	5018	5256	5503
Boys' Soccer Assistant	1	3763	3942	4127
Girls' Soccer	1	5018	5256	5503
Girls' Soccer Assistant	1	3763	3942	4127
Girls' Softball	1	5018	5256	5503
Girls' Softball Assistant	1	3763	3942	4127
Boys' Tennis	1	4427	4638	4856
Boys' Tennis Assistant	1	3321	3478	3642
Girls' Tennis	1	4427	4638	4856
Girls' Tennis Assistant	1	3321	3478	3642
Boys' Volleyball	1	5018	5256	5503
Boys' Volleyball Assistant	1	3763	3942	4127
Girls' Volleyball	1	5018	5256	5503
Girls' Volleyball Assistant	1	3763	3942	4127
Wrestling	1	5018	5256	5503

Wrestling Assistant	1	3763	3942	4127
Intramural Sports (both schools)				
Intramural Activity	6	1471	1541	1614
Coordinator of Intramurals	1	2483	2601	2723

NOTE: Assistants will be considered if numbers warrant.

High School	Number	Amount	Amount	Amount
Baseball Varsity	1	7720	8086	8466
Baseball Assistant	3	5790	6065	6350
Boys' Basketball	1	7720	8086	8466
Boys' Basketball Assistant	2	5790	6065	6350
Bowling	1	6812	7135	7470
Girls' Basketball	1	7720	8086	8466
Girls' Basketball Assistant	2	5790	6065	6350
Cheerleaders				
Fall	1	3406	3567	3735
Winter	1	3406	3567	3735
Spring	1	2134	2236	2341
Cheerleaders Assistant				
Fall	1	2554	2676	2801
Winter	1	2554	2676	2801
Spring	1	1601	1677	1755
Cheerleaders Freshman				
Fall	1	2554	2676	2801
Winter	1	2554	2676	2801
Spring	1	1601	1677	1755
Cross Country Co-ed	1	6812	7135	7470
Cross Country Assistant	1	5109	5351	5603
Faculty Equipment Manager	1	5631	5898	6175
Field Hockey	1	7720	8086	8466
Field Hockey Assistant	3	5790	6065	6350
Football	1	9082	9513	9960
Football Assistants	6	6812	7135	7470
Golf	1	6812	7135	7470
Ice Hockey	1	7720	8086	8466
Ice Hockey Assistant	1	5790	6065	6350
Boys' Lacrosse	1	7720	8086	8466
Boys' Lacrosse Assistant	2	5790	6065	6350
Girls' Lacrosse	1	7720	8086	8466
Girls' Lacrosse Assistant	2	5790	6065	6350
Boys' Soccer	1	7720	8086	8466
Boys' Soccer Assistant	3	5790	6065	6350

Girls' Soccer	1	7720	8086	8466
Girls' Soccer Assistant	3	5790	6065	6350
Girls' Softball	1	7720	8086	8466
Girls' Softball Assistant	3	5790	6065	6350
Strength Training/season	1	6812	7135	7470
Strength Training Asst/season	1	4427	4638	4856
Boys' Swimming	1	6812	7135	7470
Girls' Swimming	1	6812	7135	7470
Boys' Tennis	1	6812	7135	7470
Boys' Tennis Assistant	1	5109	5351	5603
Girls' Tennis	1	6812	7135	7470
Boys' Tennis Assistant	1	5109	5351	5603
Track Co-ed(winter)	1	6812	7135	7470
Track Co-ed Assistant	2	5109	5351	5603
Boys' Track(spring)	1	7720	8086	8466
Boys' Track Assistant	2	5790	6065	6350
Girls' Track(spring)	1	7720	8086	8466
Girls' Track Assistant	2	5790	6065	6350
Boys' Volleyball	1	7720	8086	8466
Boys' Volleyball Assistant	1	5790	6065	6350
Girls' Volleyball	1	7720	8086	8466
Girls' Volleyball Assistant	2	5790	6065	6350
Wrestling	1	7720	8086	8466
Wrestling Assistant	3	5790	6065	6350
Intramurals(cood+6)	1	11198	11730	12281

NOTE: Additional assistants will be considered if numbers warrant.  
Coed team head coaches with at least one assistant, additional \$375.



## CO-CURRICULAR/CURRICULAR

## SCHEDULE C

2004-2005 2005-2006 2006-2007

Middle School (each-except Out-Ed)	Number	Amount	Amount	Amount
Academically Speaking	1	425	445	466
Advisory Coordinator	1	2013	2109	2208
All School Production				
Musical - Heritage(3 shared) or	1	7350	7699	8061
Drama - Heritage (2 shared)		4765	4991	5226
Drama - MPM (split 3 seasons)	1	7350	7699	8061
AVA Coordinator	1	1940	2032	2127
Band	1	980	1026	1075
Jazz Band	1	980	1026	1075
Chorus	1	980	1026	1075
Select Chorus	1	608	637	667
Computer Coordinator	1	2411	2526	2644
Enrichment	1	608	637	667
Forensics	1	1038	1087	1138
Literary Magazine	1	2013	2109	2208
Math Team	1	1321	1384	1449
Memory Book	1	2013	2109	2208
Newspaper - 1 per grade	3	855	895	937
Orchestra	1	980	1026	1075
Select Orchestra	1	608	637	667
Student Council	1	2443	2559	2679
Stage	1	1855	1944	2035
Web Master	1	1101	1153	1207
Outdoor Ed Build/Direc (1/tm)	4	1777	1862	1949
Director - on site (1/tm)	4	692	725	759
Outdoor Ed – teach on site (5/tm)	20	692	725	759
Team Coordinator (1/tm)	12	3004	3147	3295

NOTE: All positions apply to both middle schools unless otherwise noted.

		2004-2005	2005-2006	2006-2007
High School	Number	Amount	Amount	Amount
Coordinators				
Computer	1	5227	5475	5732
Cooperative Ed Summer	2	0.05*salary	0.05*salary	0.05*salary
Coop. Office Ed Summer	1	0.05*salary	0.05*salary	0.05*salary
Driver Ed	1	3360	3520	3685
Driver Ed Instruction		\$33.05/hr	\$34.60/hr	\$36.25/hr
(non-school hours)				
Summer Guidance		0.05*salary	0.05*salary	0.05*salary

2004-2005 2005-2006 2006-2007

High School	Number	Amount	Amount	Amount
All School Production				
Director	1	4871	5102	5342
Costumes	1	1101	1153	1207
Set Construction	1	1216	1274	1334
Orchestra Prep	1	2443	2559	2679
Tickets	1	1216	1274	1334
Choreography & Music (total 2)	2	3051	3195	3346
AFS Coordinator	1	1872	1961	2053
Band Director	1	5745	6018	6301
Band Director Assistant	1	4398	4607	4824
Band Front Coordinator	1	2899	3037	3179
Band Front Instructor	1	1751	1834	1920
Business Manager	1	2574	2696	2823
(Yearbook & Newspaper)				
Challenge Team	1	1321	1384	1449
CIP aide - extra duty	1	1620	1697	1777
Class Advisor - Freshman	2	1237	1296	1357
Class Advisor - Sophomore	2	1279	1339	1402
Class Advisor - Junior	2	1662	1741	1823
Class Advisor - Senior	2	2301	2411	2524
Computer Lab (Extended Hours)				
Business Lab	1	3204	3356	3514
Math Lab	1	3204	3356	3514
Technical Ed Lab	1	2136	2237	2343
Dramatics Production	1	2568	2690	2817
Dramatics Production(set const)	2	980	1026	1075
Forensics	1	1321	1384	1449
Future Business Leaders of America	1	1766	1850	1937
Jazz Ensemble	1	1562	1636	1713
Key Club	2	1761	1845	1931
Leo Club	1	849	889	931
Literary Magazine/Inner Voices	2	1222	1279	1340
Math Team Advisor	1	1321	1384	1449
Mock Trial Advisor	1	1321	1384	1449
Model Congress	2	1766	1850	1937
National Art Honor Society	1	1321	1384	1449

National Honor Society	1	1615	1691	1771
National Chinese Lang Honor Society	1	1321	1384	1449
National French Lang Honor Society	1	1321	1384	1449
National Spanish Lang Honor Society	1	1321	1384	1449
Newspaper	1	3952	4140	4335
People Helping People	1	1321	1384	1449
Radio Broadcasting Advisor	1	1683	1763	1846
Select Chorus Group	1	1651	1729	1811
Senior Buddies	1	1573	1648	1725
Science League Advisor	1	1321	1384	1449
Science Olympiad Advisor	1	1766	1850	1937
Stage	1	2590	2713	2841
String Orchestra Conductor	1	2831	2965	3105
Web Master	1	1101	1153	1207
Yearbook	1	5855	6133	6421
AM Central Detention		\$17.70/hr	\$18.55/hr	\$19.40/hr
PM and Saturday Central Detention		\$29.35/hr	\$30.75/hr	\$32.20/hr

## CURRICULAR

## SCHEDULE D

2004-2005 2005-2006 2006-2007

District	Number	Amount	Amount	Amount
Affirmative Action Officer	1	2060	2158	2259
AVA Repair	1	3675	3849	4030
Coordinator of Nurses	1	3355	3514	3679
Media Coordinator	1	3413	3575	3743
Home Economics Coordinator (6-12)	1	2496	2614	2737
Lead Teacher	1	6836	7160	7497
Curriculum Writing, Summer School		\$34.60/hr	\$36.25/hr	\$37.95/hr
In-House Tutors - Category A		\$34.60/hr	\$36.25/hr	\$37.95/hr
In-House Tutors - Category B		\$59.00/hr	\$61.80/hr	\$64.70/hr

**Definition:**

**Category A:** Substitute or standard certified; assisting student with regular class assignments as provided by the regular classroom teacher.

**Category B:** Standard certified; planning and providing the instruction, assignments and testing aligned with the regular curriculum for students receiving home instruction for more than twenty (20) days. This rate begins on the twenty-first (21st) day of the students home instruction or on the first day when a student is unable to attend school during the year and will need more than twenty (20) days of home instruction.

Elementary	Number	Amount	Amount	Amount
Academically Speaking	6	424	444	465
Assistant Principal (6)	6	3555	3723	3898
AVA Director (6)	6	766	802	840
Computer Coordinator (6)	6	1809	1895	1984
Music Programs	6	755	791	828
Safety Patrol Leader (6)	6	766	802	840
Service Squad (6)	6	766	802	840
Student Council (6)	6	860	901	943
Web Master	6	1101	1153	1207

# **OCCUPATIONAL THERAPIST AND TECHNICIANS' SALARIES**

## **SCHEDULE E**

### **Ten Month**

<b>Step</b>	<b>2004-2005</b>	<b>2005-2006</b>	<b>2006-2007</b>
1	34600	35600	36700
2	36600	37700	38800
3	38800	40000	41200
4	41200	42500	43900
5	43800	45300	46900
6	46600	48400	50250
7	49650	51800	54000
8	53090	55610	58225

### **Twelve Month**

<b>Step</b>	<b>2004-2005</b>	<b>2005-2006</b>	<b>2006-2007</b>
1	38060	39160	40370
2	40260	41470	42680
3	42680	44000	45320
4	45320	46750	48290
5	48180	49830	51590
6	51260	53240	55275
7	54615	56980	59400
8	58399	61171	64048

## **ARTICLE IX**

### **SEPARATION PAY**

#### **I. ELIGIBILITY**

All teaching staff members covered by this agreement, after fifteen (15) years of service in the district, shall be eligible for separation pay. Secretarial, maintenance, custodial, bus drivers, individual student assistants, teacher assistants and early arrival aide employees, after twelve (12) years of service in the district, shall be eligible for separation pay.

#### **II. RATE**

A. 1. Certificated staff are entitled to a rate of compensation for each accumulated sick and contingency day (without limit) as follows:

For 1 through 100 accumulated days \$46.00

For 101 through 150 accumulated days \$49.00

For 151 through 200 accumulated days \$52.00

For 201 accumulated days and above \$55.00

2. If a certificated employee provides notice of a June 30th retirement no later than March 31st of the effective year, the daily rate for compensation for separation pay shall be increased by five dollars (\$5) per category.

B. Full-time support staff as well as teaching assistants and individual student assistants are entitled to a rate of compensation for each accumulated sick and contingency day (without limit) as follows:

For 1 through 100 accumulated days \$42.00

For 101 through 150 accumulated days \$44.00

For 151 through 200 accumulated days \$46.00

For 201 accumulated days and above \$48.00

C. Employees in the maintenance, custodial, bus driver and van driver classification are entitled to a rate of compensation for each accumulated sick and contingency day (without limit) as follows:

For 1 through 100 accumulated days \$42.00

For 101 through 150 accumulated days \$44.00

For 151 through 200 accumulated days \$46.00

For 201 accumulated days and above \$48.00

D. Early arrival aides are entitled to a rate of compensation for each accumulated sick and contingency day (without limit) which is eighty-five percent (85%) of the regular daily rate for separation pay as shown in Section B.



E. Part-time secretarial staff employed prior to January 1, 2002 who separate from the position of part-time secretary shall be eligible for separation pay at the full daily rate as shown in Section B. Part-time secretarial staff employed after January 1, 2002 are entitled to a rate of compensation for each accumulated sick and contingency day which is eighty-five percent (85%) of the regular daily rate for separation pay as shown in Section B.

### **III. METHOD OF PAYMENT**

A. Payments shall be made to the individuals Tax Sheltered Annuity if available or in two (2) equal installments, the first on the first July 1 or January 1 following actual retirement and the second on January 1 or July 1 following the first payment provided it is in accordance with the IRS code. At the employee's option, three (3) equal payments may be requested, the third payment on January 1 or July 1 following the second payment.

B. Monies will be paid to an employee's estate if death occurs while the employee is in service in the district or if death occurs in the interim period between separation and the completion of payments pursuant to A.

### **IV. Restrictions**

Payment will not be made to an employee in the maintenance, custodial, bus driver and van driver classification if the employee is discharged for cause or terminates employment improperly.

## **ARTICLE X**

### **REIMBURSEMENT FOR STUDY**

#### **I. TERMS OF REIMBURSEMENT/TEACHERS**

A. A total of \$105,000.00 in year 2004-2005 and \$110,000.00 in years 2005-2007 will be available for the payment of college and equivalent courses. Each employee is eligible for tuition reimbursement for up to two (2) approved courses at a maximum of \$750.00 per course. Employees will be reimbursed for approved courses on a first-come, first-served basis for any funds still available after those initial courses are taken. The district will offer all in-service courses free of charge to all staff. These courses will not be subject to the terms of reimbursement as described in this Article.

B. Payment to individual employees will be made upon presentation of proof of successful completion of courses which have been approved in advance by the superintendent or his designee, with a copy in writing to the employee and a file copy. Beginning with the year 2002 spring semester, successful completion shall be interpreted as the employee earning a passing grade in a pass/fail grading system where the pass/fail system is the only grading system available or a grade of "B" or better in a standard grading system. Recognizing that circumstances may prevent an employee from obtaining a "B" or better in every course taken during his/her career in Livingston, the following exceptions are allowed. During the career of an individual, a grade of "C" in a maximum of one (1) course will be allowed as a passing grade without prejudice. One (1) additional course with a grade of "C" will be allowed if a committee comprised of the superintendent and the Association president agree that the individual's explanation of the circumstances warrant acceptance of the "C". The determination of the committee shall be final.

Each support staff member or other employee may arrange with the superintendent or his designee for an evaluation of his/her record, and together, they will work out courses to be taken for stipend credit on his/her salary level on an individual basis.

C. Distribution of the tuition reimbursement fund in each year shall be for approved courses on a first-come, first-served basis and with exceptions at the discretion of the superintendent.

D. Courses for which the Board has paid tuition may be applied to advanced standing on the salary schedule.

E. This tuition payment program begins on the effective date of this agreement and shall apply to courses completed by the last day of this agreement, dates of which are in the article entitled, "Duration of Agreement."

## **II. PROCEDURE/TEACHERS**

A. Upon completion of the course, a separate set of the following documents must be submitted for each course to the Assistant Superintendent for Personnel:

1. Proof of satisfactory completion of course,
2. Copy of receipt of payment from college,
3. Completed Claim for Payment form including name of course, dates taken, tuition and signature.
4. Purchase requisitions filled out by the school

office, containing all information on Claim for Payment, and signature of principal. "Using Dept." (yellow) copy to be retained by teacher. Purchase requisition number will appear on check stub to identify course taken.

B. All claims for payment should be submitted within 60 days of course completion. If for ANY reason this is not possible, a request for an extension of time should be sent in writing to the assistant superintendent for personnel. Failure to comply may result in being placed at the end of the entire tuition reimbursement list.

C. Staff members completing spring semester courses should be particularly prompt in submitting the necessary documents and claims as early in June as possible to receive payment before the next school year.

D. Staff members completing June intercession courses should submit no later than September 15.

## **III. PROCEDURE/SUPPORT STAFF/OTHER EMPLOYEES**

A. Courses already taken by individuals not on the teachers salary schedule will be evaluated by the superintendent or his designee for consideration toward a stipend.

B. Courses for consideration may be taken at approved colleges and business schools.

C. Workshops and similar programs offered by the Livingston Public Schools may also be considered for credit.

D. Courses for which the Board has paid tuition may be applied as stipend credit on the salary schedule. (See Salary Schedule A-1, Addenda A)

E. Proof of attained additional stipend status will raise the rate of pay for the school year if such proof is submitted before the October Board of Education regular public meeting.

F. If change in status is achieved during the school year, proof must be submitted in time to be presented at the regular February Board of Education public meeting, and the higher rate of pay will become effective January 1 or February 1, depending on the beginning of the contracted employee's contract year.

G. This program is designed for professional improvement and does not imply promotional opportunities.

H. The tuition payment program begins on the effective date of this agreement and is applied to courses completed before the last date of this agreement, dates of which are in the article entitled, "Duration of Agreement."

#### **IV. PAYMENT**

Submission of proof of completion must be in the Board Office prior to the first of the month in order for consideration of payment effective the following month.

#### **V. REPORTS**

The superintendent or his designee will submit a report to the Association president containing the following: the number of applications for reimbursement, the number of approved applications, the funds expended for first round request and, when applicable, the amount of funds expended or allocated for all other rounds. These reports will be submitted by October 31 and March 31 of the year covered by the agreement. A final report will be submitted to the Association president by July 31 for the year covered by the previous agreement.

## **ARTICLE XI**

### **HEALTH INSURANCE**

#### **I. ELIGIBILITY**

A. All regular employees who work at least 20 hours each week in their job category shall be eligible for employee benefits paid by the Board as described herein.

B. Employees contracted for 10 or more months each year shall be eligible for 12 months' benefit coverage under this policy. Employees contracted for less than a 10 month period shall be eligible providing they work 50% or more of the contract year normal for their classification, and at least 20 hours each week.

C. Employees on approved leave, i.e., medical, maternity, child care, shall be entitled to maintain existing group health benefits by paying premiums at the group rate through the Board for the period of one year only from the date of the leave.

#### **II. BENEFITS**

A. Each employee on staff as of June 30, 1997 may select either the Horizon Blue Cross Blue Shield of New Jersey Bluecard PPO (PPO) Plan, the Point of Service (POS) plan from Horizon Blue Cross Blue Shield, an approved health maintenance organization (HMO) or any other mutually agreed upon insurance plan. Each employee hired after June 30, 1997 may select either the Point of Service (POS) plan from Horizon Blue Cross Blue Shield, or an approved health maintenance organization (HMO) or any other mutually agreed upon insurance plan. A benefit outline for each plan will be attached to the agreement.

B. The Board agrees to pay the full individual or family premium for medical-surgical insurance for all employees covered by this agreement to the mutually agreed upon carrier. The Board agrees to pay the full individual or family premium for an approved HMO provided the HMO benefit package is equal to and costs no more than that of the mutually agreed carrier coverage, for the contractual year(s). Full coordination of benefits will be implemented. The Board paid benefits shall include appropriate coverage not to exceed full family premium for hospitalization, medical-surgical and major medical coverage with an unlimited maximum. The Board agrees to pay the full individual or family premium for all employees for a Benecard Prescription Plan with a \$10.00 generic/ \$20.00 preferred brand/ \$25 non-preferred brand co-pay structure. Mail order

prescriptions (3 month supply) will only require one co-payment amount.

C. The Board agrees to pay Horizon Blue Cross/Blue Shield or the mutually agreed upon carrier for the same period the cost of dental insurance for all employees covered by this agreement. These benefits shall include the coverage listed in the present plan.

D. When an employee is covered by Senior Coverage, the Board shall pay the premium cost of the appropriate plan of coverage.

E. The Board agrees to provide a mutually acceptable and approved Employee Assistance Plan.

F. If the Master Contract with the Health Carrier contains a Mandatory Second Opinion Provision; that provision will contain the following:

1. The second opinion will be paid for by the Health Carrier.
2. No reduction of benefits will occur if the individual does not agree with the second opinion.
3. Choice of doctor for second opinion is determined in consultation with the Health carrier.
4. Specific list of procedures for second opinion:

Coronary Bypass, reconstruction of the hip, surgery of the big toe to correct deformity, removal of uterus (hysterectomy), surgery of the back, removal of knee cartilage, dilation and curettage, cataract removal, surgical removal of hemorrhoids, removal of prostate, removal of gall bladder, bone surgery of the foot, removal of all or part of the kneecap, surgical reconstruction of the nose, surgery of the tendon sheath (wrist only), removal of tonsils and/or adenoids, surgery of the breast-not biopsy, hernia repair, varicose vein surgery.

When performed on an elective non-emergency basis, the total surgical benefit may be reduced if a second opinion is not obtained prior to the surgery.

The medical surgical deductibles are as described in each plan and attached hereto as an outline of each plan.

G. For those benefits not specified in paragraphs "A", "B", "C", "D", "E" and "F" Section II of this article, the Board shall maintain for this agreement all benefits identical to those included in the master policies held by the Board and in force for the 2003-2004 agreement. The Board shall be allowed to implement the Bluecard PPO Plan in place of the Comprehensive Major Medical Plan with an open enrollment for all current CMM Plan participants and the Benecard Prescription Plan as described. No additional riders or basic coverage is to be included beyond those specified above.

H. A standing committee will exist to monitor and evaluate the implementation and operation of the health benefit plan. This committee will be comprised of a designee of the superintendent, a designee of the Association president, one teacher, one support staff member, one member of the custodial or maintenance staff, and one member of each of the other bargaining units in the district. This committee will also be in charge of evaluating staff complaints with respect to the inability of the Health plan to satisfy the needs of a particular individual staff member. Based upon this evaluation and the appropriate documentation, this committee may make a recommendation to allow the individual to change to an alternate plan as approved by the Board.

#### I. WAIVER OF HEALTH BENEFITS

An employee who has health benefit coverage through spouse or from another source and who can demonstrate same to the Business Administrator, may elect to forego all or a portion of his/her health benefit coverage for a full school year and receive a cash payment of twenty percent (20%) of the premium savings to the Board of Education on July 15th of the following school year. Said payment will not be considered salary, nor will it be considered pensionable. Employees can also forego their dental and/or prescription insurance for a full school year and receive a cash payment of twenty percent (20%) of the premium savings to the Board on July 15th of the following school year. The Board shall establish an IRS Section 125 plan. The individual unit member shall be responsible for any tax liability.

( See appropriate form: Addendum A )

An employee who has waived all or a portion of his/her medical benefit coverage will be allowed to restore such coverage on an immediate basis, without the necessity of a health questionnaire for the employee or his/her family members, in the event of a hardship or change of life event.

Re-entry to all health benefit coverage for reason of hardship or change of life applies only in the following situations which result in the loss of health benefits coverage through the employer's spouse or other source:

- Termination of employment (proof of termination of benefits required)
- Legal Separation ( a copy of the decree is required)
- Group contract/policy terminated (proof of termination of benefits required)

- Disability of spouse which eliminated benefits (proof of termination of benefits required)
- Divorce (a copy of the decree is required)
- Death of Spouse (a copy of death certificate is required)
- Military Discharge (a copy of DD214 is required)

In addition, any employee who has waived all his/her health benefit coverage may automatically restore his/her coverage by applying during the open enrollment period during any school year. The reinstatement date under such conditions will be July 1. It will not be necessary for any employee or his/her family members to complete a Statement of Health (proof of insurability) to restore coverage during the open enrollment period.

Partial year waivers will be prorated.



## **ARTICLE XII**

### **SICK LEAVE, TEMPORARY AND EXTENDED LEAVES OF ABSENCE**

#### **I. PERSONAL ILLNESS**

A. Twelve days of absence per year shall be allowed for personal illness, without pay deduction, for 10-month employees; 14 days per year shall be allowed for personal illness, without pay deduction, for 12-month employees. The unused time shall be accumulated without limit.

B. Employees who have exhausted annual and accumulated sick leave may submit a request to the Board for pay minus the per diem rate for a regular substitute teacher with less than twenty (20) days of substituting in the district when additional absence is necessary for personal illness or injury. When exercising its lawful discretion to respond to such requests on a case-by-case basis, the Board shall consider such factors as the employee's length of service and overall absentee record.

For employees in the maintenance, custodial, bus drivers and van drivers classification, absences beyond leave provided for in "A" will be deducted on the basis of one-quarter ( $1/4$ ) day's pay for as many days as were accumulated up to the end of the fiscal year subject to approval of the Livingston Board of Education on recommendation of the superintendent.

C. Payment for absence beyond accumulated days will be taken into consideration by the Board through the recommendation of the superintendent.

D. In all absences under this section exceeding five consecutive work days, the employee shall file a physician's certificate with the administrator to whom he/she is responsible.

E. In Worker's Compensation cases, whenever any employee is absent from his/her post of duty as a result of personal injury caused by an accident arising out of and in the course of his/her employment, his/her employer shall pay to such employee the full salary or wages for the period of such absence for up to the calendar year without having such absence charged to the annual sick leave or the accumulated sick leave. Salary or wage payments shall be made for absence during the period the employee received or was eligible to receive a temporary disability benefit. Any amount of salary or wages paid or payable to the employee pursuant to this section shall be reduced by the amount of any Worker's Compensation award made for temporary disability.

## **II. QUARANTINE**

Absences due to quarantine not due to personal illness shall be allowed without deduction or reduction in days of sick leave, upon filing of certificate of quarantining officer.

## **III. CONTINGENCY**

Contingency absence may be approved without pay deductions as follows:

**A.** Whenever possible, applications to the appropriate administrator shall be submitted at least five (5) days in advance of the intended absence. If the reason for the absence arises less than five (5) days in advance, notice shall be provided as soon as it is known. If the request is not specifically provided for in "1" through "9" in "C", then "miscellaneous" (10) should be checked and an explanation may be required by the superintendent.

**B.** Five days will be allowed for contingency absences during the school year. Any unused days will be added annually to the employee's accumulation of days for separation pay upon termination of employment (See Article IX). Days accumulated under this provision are irretrievable for any purposes other than separation pay.

**C.** Absences under this category include:

1. Urgent personal family business which can only be transacted or conducted during the time that school is in session, warranting absence from duty.
2. Religious observance, requiring a full-day absence, should be requested on the appropriate form and submitted at least two (2) weeks in advance.
3. Unforeseen occurrences that happen abruptly and which prevent the employee from coming to work.
4. Visits for medical or dental services that have been arranged at a prior date. This sort of leave may be used instead of using a sick day. This option lies with the employee and should be so stated in advance. However, contingency days may not be used as sick days nor to supplement sick leave when all other benefits run out.
5. Care of an ill member of the family only when no one else is available.
6. College visitations, whether for transportation, parents' day, or other purposes will be judged individually with emphasis, as a deciding factor on the urgency of the trip.
7. Court appearance, provided proof is filed with the Board.

8. Legal business that cannot be done at a time other than during the school day.

9. Graduation of employee, spouse or child.

10. Miscellaneous - Instances not specifically provided

for above, at the discretion of the superintendent.

#### **IV. BEREAVEMENT ABSENCES (no charge)**

A. Five days per occurrence - death in immediate family

(immediate family means husband, wife, father, mother, parent-in-law, child, brother, sister, and immediate members of the household).

1. One day per occurrence - death of a grandparent, with two additional days per occurrence if needed and requested from the superintendent.

B. One day per occurrence - death of other relative.

C. If such days referred to in "A" and "B" prove inadequate for an employee, the superintendent may accord appropriate relief.

#### **V. JURY DUTY**

Upon notification of selection for jury duty, the employee will immediately inform the superintendent who will request an exemption. If the exemption is denied, the employee shall be free to serve with no alteration in salary, contingency days, or work schedule.

## **ARTICLE XIII**

### **MATERNITY AND CHILD CARE LEAVES**

#### **I. MATERNITY LEAVE**

##### **A. Definition**

Maternity leave is for the purpose of giving birth to a child and the subsequent recovery of the mother.

##### **B. Options (Articles XII, XIII)**

1. Under Article XII a pregnant employee may choose to be treated as any other employee with a sickness or a disability.
2. Under Article XIII separate and distinct procedures are provided which the employee may ultimately choose to elect.

##### **C. Application/Duration**

1. Application for leave shall be made, in writing, to the superintendent no later than 60 days prior to the beginning date of the leave.
2. Beginning and terminating dates of leave will be determined by federal guidelines and/or mutual agreement between the superintendent and employee.

##### **D. Reinstatement**

At the expiration of the leave, the employee shall be reinstated as a full-time employee of the Livingston Public Schools, at the appropriate step on the salary schedule.

##### **E. Application For Early Return**

If unusual conditions prevail, the employee may apply, on recommendation of the superintendent to the Board, for permission to return to a position for which the employee qualifies, prior to the termination of the period for which leave was granted.

##### **F. Health Benefits**

Employees granted a leave pursuant to this section of the contract that terminates at the end of the current school year who decide not to return to active employment for the following school year will be entitled to their current level of health benefits for July and August at the Board's expense provided that they notify the Superintendent in writing of their intention to resign no later than May 15th of the current school year.

#### **II. CHILD CARE LEAVE**

##### **A. Definition**

Child care leave is for purpose of care for a natural or adopted child.

## **B. Application/Duration**

1. Application shall be made, in writing, to the superintendent and shall contain the reasons for requesting the leave and supporting information regarding the necessity of having the leave.
2. Application for child care leave shall be considered by the administration and the Board on an individual basis.
3. Beginning and terminating dates of leave will be determined by mutual agreement between the superintendent and the employee. In the case of an employee who adopts a child for whom that employee will have direct and major responsibility for rearing, child care may be granted upon receiving de facto custody of the child, or earlier, if necessary, in order to fulfill the requirements for adoption.

## **C. Reinstatement**

At the expiration of the leave, the employee shall be reinstated as a full-time employee of the Livingston Public Schools, at the appropriate step on the salary schedule.

## **D. Application For Early Return**

If unusual conditions prevail, the employee may apply, on recommendation of the superintendent to the Board, for permission to return to the position for which the employee qualifies, prior to the termination of the period for which leave was granted.

## **E. Application For Extension**

An employee may apply for and be granted by the Board, upon recommendation by the superintendent, an extension of child care leave.

## **F. Health Benefits**

Employees granted a leave pursuant to this section of the contract that terminates at the end of the current school year who decide not to return to active employment for the following school year will be entitled to their current level of health benefits for July and August at the Board's expense provided that they notify the Superintendent in writing of their intention to resign no later than May 15th of the current school year.

## **ARTICLE XIV**

### **SABBATICAL LEAVE/TEACHERS**

#### **I. PURPOSE**

Sabbatical leaves are designed to: (1) promote professional improvement, (2) improve professional competence so as to be of immediate and direct benefit to the efficiency of the Livingston Public Schools, (3) satisfy the paramount needs of the Livingston Public Schools.

#### **II. ELIGIBILITY**

A. Any teacher who complies with stipulations hereinafter described may be granted a sabbatical leave of absence upon the recommendation of the superintendent and with the approval of the Board.

B. Sabbatical leave shall be understood to include one or more of the following activities: study in an accredited institution of learning, research and/or observation of problems connected with the professional's area of responsibility, and any other program approved by the superintendent and the Board.

C. Teachers will be eligible for sabbatical leave after 10 years of full-time, in-district employment.

#### **III. NUMBER OF LEAVES AUTHORIZED**

A. The following number of sabbaticals may be granted each school year. Two (2) sabbaticals for one-half (1/2) year at full pay. One (1) sabbatical for a full year at full pay.

B. At the time when successful applicants are approved, an alternate for each sabbatical leave will be selected, provided that the application submitted by an alternate otherwise meets the applicable criteria and is recommended by the superintendent and approved by the Board.

C. In no case will an alternate be granted a sabbatical after July 1.

#### **IV. APPLICATION FOR LEAVE**

A. Application for sabbatical leave shall be made to the superintendent on or before November 15. Applications shall also include a formal sabbatical leave request and shall also include a program to be followed by the professional during the period of the leave.

B. Approved sabbatical leave shall begin officially at the beginning of the immediately following school year in accordance with the official school calendar. The Board will notify all applicants of their status by February 15. Successful applicants are to notify the Board of their intentions by April 15. Any exceptions to this date will be considered by the superintendent

or his designee in conference with the teacher.

C. As a condition prerequisite to the granting of a sabbatical leave, the employee shall agree to continue in the service of the Livingston Public Schools for a period of at least 2 years after the expiration of the sabbatical leave.

## **V. SALARY**

A. Sabbatical salaries will be at full pay in accordance with the applicant's step and status on the approved salary guide.

B. Sabbatical salaries will be in accordance with the general time schedule for the payment of salaries in the Livingston Public Schools.

C. In no case shall any employee's total earnings while on sabbatical leave exceed the amount of money he would have earned under contract had he remained in his teaching position for the year. If the sabbatical recipient is entitled to a financial consideration pursuant to the terms of the sabbatical program, that amount shall be treated as a fee payable directly to the Board.

## **VI. OUTSIDE EMPLOYMENT**

During the period of the sabbatical leave of absence, personnel may not engage in any remunerative employment which interferes with the proper use of the sabbatical leave.

## **VII. STATUS OF TENURE AND POSITION**

The period of sabbatical leave shall count as regular service for the purpose of retirement planning. Tenure rights shall not be impaired and the employee shall advance the usual step on the salary schedule.

## **VIII. REINSTATEMENT**

At the expiration of the sabbatical leave, the employee shall be reinstated as a full-time employee of the Board.

## **IX. FINAL REPORT**

The employee will submit a final written report to the superintendent which will be reprinted in the superintendent's monthly report. The report will relate the ideas gained and subsequent benefits expected and will be submitted not later than 90 days after the beginning of the period immediately following the sabbatical leave.

## **ARTICLE XV**

### **GRIEVANCE PROCEDURE**

#### **I. STATEMENT OF PURPOSE**

An employee is encouraged to resolve his/her grievance through informal discussion between the relevant parties at the lowest possible levels. If the formal grievance procedure is initiated, it shall not be mandatory to continue through all of its stages if a satisfactory resolution is achieved at lower levels. The Association shall have the right to grieve those items that are concerned with Association rights and privileges.

#### **II. DEFINITION OF TERMS**

**A. Grievance:** A grievance shall mean a complaint by an employee that there has been an alleged misinterpretation, misapplication or violation of any of the provisions of the contract of which this grievance procedure is part of any policy or administrative decision.

**B. Employee:** The term employee shall include any regularly employed individual, whether full or part time, receiving compensation from the Board. It shall not include non-contractual employees such as substitutes, nor shall it include, in their capacity as such, employees of collateral ventures of the Board such as the summer school.

**C. Exclusions:** The term grievance shall not apply to any matter for which (1) a method of review is prescribed by law or State Board Rule; or wherein (2) the Board is without authority to act; or wherein (3) a complaint relates to the non-renewal or termination on notice of a non-tenure employee's contract.

#### **III. GENERAL PRINCIPLES**

**A.** No employee participating in the grievance procedure herein outlined, whether as a party or a representative, shall be subject to coercion, restraint, discrimination, or reprisal in his/her employment by reason of participation in a grievance procedure.

**B.** Except at Stage III, all discussions, meetings and conferences shall, insofar as practicable, be conducted during normal daytime hours and without undue interference with the parties' regular duties, and maximum efforts shall be made to avoid involvement of students in any phase of the grievance procedure. It is to be expected that Stage III proceedings will ordinarily be conducted in the evening at executive sessions of the Board.

**C.** The aggrieved shall have the right to be represented at all stages of the procedure, by himself/herself, by 2 officers or designees of the employee



unit, and/or by counsel. When an aggrieved exercises this right, written notice must be given 3 days in advance.

D. Stipulated times provided for the grievance procedure are intended as outer limits to be strictly adhered to, except in cases of closing of school or extenuating circumstances, such as illness or personal emergency, in which events the aggrieved party and his superior at the then pending stage of the grievance shall mutually agree to appropriate extensions of time.

E. This procedure generally provides for 3 stages of action, and in case of most employees it will operate at all stages. However, in the instance of some employees and by reason of their position within the organizational scheme prevailing in this district, Stage I in the procedure may be eliminated. No employee shall pursue a formal grievance with a member of the same collective bargaining unit. If such is the case, the employee shall commence his grievance at the stage determined by the position of his immediate superior, and he shall follow the procedure as outlined herein.

F. This grievance procedure and the administration of it shall, in all respects, comply with the laws and statutes of the State of New Jersey and with the Rules and Regulations of the State Board of Education, and to the extent that any provision of this procedure or the administration of it in any given case conflicts with any said law, statute, rule or regulation, then the conflicting portion of this procedure or the administration thereof in the particular case shall be null and void.

G. Determinations at the Stage II level may be made by the superintendent of schools or his/her designee.

H. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

#### **IV. STAGE I**

A. An employee having a grievance shall present it in the first instance in writing to his/her immediate superior within 30 school days after the occurrence of or his/her awareness of the event or events giving rise to the grievance.

B. The employee and the immediate superior shall attempt to resolve the grievance promptly, and in any event, the immediate superior shall advise the aggrieved of his/her determination within 5 working days from the date of this original presentation of the grievance. The determination will be in writing.

## **V. STAGE II**

**A.** In the event that the aggrieved is not satisfied with the determination arrived at in Stage I, he/she shall file a written petition with the superintendent. This petition shall be filed within 15 working days from the receipt of notice of the determination arrived at in Stage I, and he/she shall deliver a copy of his/her petition to the administrator who made the determination at the Stage I level. Failure to petition within the 15 working days shall be deemed to constitute an abandonment of the grievance and an assent to the Stage I determination.

**B.** The petition to be filed shall contain at least the following:

1. A brief description of the grievance and the essential facts relating to the grievance, including an identification of the provisions of the contract, board policy, or administrative decision which it is alleged to have misinterpreted, misapplied or violated.
2. The dates upon which the aggrieved first commenced Stage I proceedings and received notice of the Stage I determination.
3. The aggrieved's understanding of the Stage I determination.
4. A description of the action requested to be taken or of the relief requested to be granted by the superintendent.
5. The signature of the aggrieved shall constitute a representation that the petition's contents are accurate and that it is filed in good faith for the purposes stated.

**C.** Upon receipt of the petition, the superintendent shall direct the administrator making the Stage I determination to submit a written response to the petition setting forth his/her understanding of the following:

1. The nature of the grievance and the essential facts relating to it and the provisions of the contract, board policy, or administrative decision which are alleged to be involved.
2. The dates upon which the Stage I proceeding was commenced and then determined.
3. The determination made at Stage I and the reasons for it.
4. The signature of the Stage I superior shall constitute a representation that the determination made by him/her was arrived at after hearing all pertinent statements in the matter.

**D.** Both the petition and the Stage I supervisor's answer shall be made available to the parties concerned.

E. Utilizing the petition and the Stage I supervisor's answer and all other information and data, the superintendent or his/her designee shall then proceed to determine the matter, and he/she shall advise the parties of his/her determination within 15 working days from the date upon which the petition was first filed with him/her. His/her determination shall be in written form.

F. In an effort to expedite the process involving an Association grievance at stage II, two representatives of the superintendent's office, two representatives of the Association and the superintendent will hold an informal hearing on the merits of the grievance, receive information from the parties involved and attempt to resolve the grievance to the satisfaction of all parties.

Alternates will be selected and used in situations where the appointed members of this committee are directly involved in the situation being grieved.

This group will act in an advisory capacity to the superintendent with the final determination made by the superintendent.

## **VI. STAGE III**

A. In the event that the aggrieved is not satisfied with the determination arrived at in Stage II, he/she shall file a petition to the Board within 10 working days from the receipt of notification of the Stage II determination, and he/she shall subsequently deliver a copy of the petition to the secretary of the Board. Failure to file a petition to the Board within 10 working days shall be deemed to constitute an abandonment of the grievance and an assent to the Stage II determination.

B. The Board petition to be filed with the Board secretary shall contain at least the following:

1. An incorporation by reference of the Stage II petition and answer, copies of which shall be delivered to the Board secretary.
2. The date upon which the aggrieved was informed of the Stage II determination.
3. Any additional matters not otherwise set forth in the Stage II petition which the aggrieved wishes to call to the attention of the Board.
4. A description of the action requested to be taken or the relief requested to be granted by or from the Board.
5. The signature of the aggrieved shall constitute a certification of the above delineated items.

C. Promptly after the filing of the petition, the superintendent shall prepare a full and complete written report of his/her findings and determination made at the Stage II level, if one has not been previously prepared, and he/she shall file the findings with the Board and deliver a copy to the aggrieved.

D. Thereafter, the Board shall proceed to hear the matter as promptly as possible. The hearing shall be based upon the filed documents aforementioned, unless the aggrieved or the Stage II administrator requests the Board to schedule a hearing date for the presentation of other matters, in which event the Board shall do so. The Board shall then render its determination of the issue or issues presented by the grievance within 15 working days from the date of the filing of all papers or, in the case of a scheduled hearing, within 15 working days from the conclusion of the hearing.

E. Initially, the Board's determination may be rendered orally; finally, the determination must be rendered in writing to the parties involved.

## ARTICLE XVI

### MENTORING

Teachers who serve as mentors shall be paid the State funded mentor fee by the Board of Education. Should the State of New Jersey fail to fund the mentor program, a teacher serving as a mentor will be paid, by the protegee, the yearly amount designated by the state of New Jersey for each full year or a pro-rated fraction for less than a year in which he/she serves as a mentor.

As soon as the district is aware of its needs, mentoring positions will be posted in the building or department where the mentor is required. No teacher shall be assigned to serve as a mentor if there are qualified volunteers available with the expertise in the particular subject or specialty area. All mentors will be recommended to the superintendent by a committee comprised of the building principal and two (2) other teachers in the building. The superintendent shall make recommendations to the Board of Education for the approval of mentors. Mentors shall attend a mentoring in-service program as mandated by the State.

No teacher shall serve as a mentor to more than one (1) provisional teacher at a time.

The mentor shall be required to serve no more than eighteen (18) hours of time beyond the normal school day to complete the mentoring process.

## **ARTICLE XVII**

### **CONTINUING EDUCATION**

The Board of Education will continue to make every effort to provide sufficient opportunities through workshops, conferences, staff development training and in-service courses to meet the necessary allotment for the employees' attainment of the one-hundred (100) hour requirement. These opportunities will be available either during the normal school day or after school at faculty and/or department meeting or formal staff development in-service courses. Hours earned during the normal school day or at faculty and/or department meetings will only count for continuing education credits and not toward advancement on the salary guide.

All in-service courses will qualify for continuing education credits as approved by the P.T. S. B. and in accordance with each employee's P.I.P. as well as for credit toward advancement of the salary guide as provided in the district course catalogue. All college courses will qualify for continuing education credits as approved by the P. T. S. B. and in accordance with each employee's P.I. P. as well as towards advancement on the salary guide. The Board will continue to reimburse for college courses and pay for any pre-approved out of district workshops, seminars, or conferences (registration fees, transportation, etc.) even though these may count as continuing education credit. The association and administration will develop a method for maintaining and verifying credit hours earned.

**ARTICLE XVIII**  
**PRINTING THE AGREEMENT**

Copies of the agreement shall be reproduced and the cost of such preparation shall be equally shared by the Board and the Association.

**ARTICLE XIX**  
**DURATION OF AGREEMENT**

THIS AGREEMENT, dated December 16, 2004 shall take effect July 1, 2004, and shall continue in full force and effect without change through June 30, 2007.

**ARTICLE XX**  
**ENTIRE UNDERSTANDING OF AGREEMENT**

I. THIS AGREEMENT incorporates the entire understanding of the parties on all issues covered and provided for herein, and during the term of this agreement, neither party shall be required to renegotiate concerning said issues for the period covered herein.

II. IN WITNESS WHEREOF, the parties hereto have caused this

agreement to be signed by their respective Presidents, attested to by their respective secretaries, and their corporate seals to be placed hereon, all on the day and year first above written.

LIVINGSTON BOARD OF EDUCATION

LIVINGSTON EDUCATION ASSOCIATION

By: Christina Dominguez

By: Jeanette Benjamin

Date: 12/15/04

Date: 12/16/04

By: [Signature]

By: Karen Stinson

Date: 12/15/04

Date: 12/16/04



## ADDENDUM A

### Livingston Board of Education

### Waiver of Health Benefits

Employee's Name: \_\_\_\_\_

Printed

I hereby certify that I am waiving my health benefits coverage under:  
[check appropriate level]

- |                                 |   |
|---------------------------------|---|
| <input type="checkbox"/> single | <input type="checkbox"/> the district's medical benefit plan      |
| <input type="checkbox"/> family | <input type="checkbox"/> the district's dental benefit plan       |
|                                 | <input type="checkbox"/> the district's prescription benefit plan |

This waiver is in effect for the one (1) year period from July 1, \_\_\_\_\_  
through June 30, \_\_\_\_\_.

In return the Board has agreed to reimburse me at the stated contractual amount [see Article XI], payable on July 15th of the next academic year and subject to all appropriate deductions. This payment is not to be considered a salary payment and as such is not pensionable. I understand that I am responsible for any additional tax liabilities on this money.

I further certify that I understand and agree that my waiver of the foregoing benefits is of my own volition and is not based upon any representations by either the Livingston Board of Education or the Livingston Education Association other than the monetary reimbursement. I agree to hold the Board and the Association harmless with regard to any adverse results of my voluntary and informed waiver of the foregoing benefits.

I understand that I may revoke this waiver prior to the expiration date shown above only under the following hardship circumstances:

- Termination of employment (proof of employment of person with benefits required)
- Legal separation (copy of decree required)
- Group contract/policy terminated of person with benefits (proof of termination required)

- Disability of spouse which eliminates benefits (proof of termination of benefits required)
- Divorce (copy of decree required)
- Death of Spouse (copy of death certificate required)
- Military Discharge (copy of DD214 required)

Should I revoke the foregoing waiver, I understand that the reimbursement to which I am entitled shall be pro-rated based upon the period of time I am not covered by the district's benefit plan.

I further understand that I may restore the benefits for which I am eligible during the next open enrollment period. Such benefits would commence on July 1, of the next academic year.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Employee

Witness: \_\_\_\_\_ Date: \_\_\_\_\_  
Board Secretary/Business Administrator

Business Administrator verification of other health benefit coverage.

\_\_\_\_\_  
Company Name and  
Policy Number

\_\_\_\_\_  
Board Secretary/Business  
Administrator

[Two (2) original copies of this waiver shall be signed. The employee shall keep one and the other shall be placed in the employee's personnel file.]

**NOTE:** Any employee wishing to retire must be covered by the Board's medical insurance for the year prior to their retirement in order for them to receive medical benefits through the State Health Benefits Plan during retirement.

## ADDENDUM B

### Livingston Board of Education ~ and ~ Livingston Education Association

#### A. Letter of Understanding

The undersigned parties desire to provide direction as to the intention of the parties with respect to the option of scheduling of summer hours for 12 month unit members.

The determination to provide a differentiated summer schedule shall be at the discretion of the Board of Education. Summer hours shall begin and end on dates determined by the Administration.


When summer hours are to be established, they shall be the subject of discussion with the Association in May of the school year to determine the scheduling of such hours and the employees to which such hours apply for the coming summer.

It is understood that the prior arrangements for summer hours shall not be binding, but shall provide guidance to the parties in arranging a summer schedule.

It is further understood by the parties that the foregoing concept is not considered a part of the collective bargaining agreement, but is intended to provide guidance in dealing with the workday for employees during the summer months.

In witness whereof the parties have affixed their signatures:

FOR THE BOARD OF EDUCATION

  
Christine Joy  
Witness

12/16/04  
date

FOR THE ASSOCIATION

  
Jeanette Benjamin  
Karen Mabe  
Witness

12/16/04  
date

## ADDENDUM C

### Livingston Board of Education ~ and ~ Livingston Education Association

#### A. Letter of Understanding

The Livingston Board of Education and the Livingston Education Association understand the need, on a limited scope, to fill some teaching positions on job sharing basis. The Board of Education does not intend that this practice become widespread within the district. It is understood that should the current practice be expanded, the Board of Education and the Livingston Education Association will convene a committee to review the implementation of the practice within the district.

In witness whereof the parties have affixed their signatures:

FOR THE BOARD OF EDUCATION

*[Signature]*  
*[Signature]*  
Witness  
12/16/04  
date

FOR THE ASSOCIATION

*[Signature]*  
*[Signature]*  
Witness  
12/16/04  
date



# LVINGSTON BOARD OF EDUCATION

## Health Benefit Plan Comparison

	HORIZON PPO	
	In-Network	Out-of-Network
<b>Benefit Period</b>	Calendar Year	
Deductible Hospital/Prof	None	\$300 indiv/\$600 family
Supplemental	\$300 indiv/\$600 family	
Coinurance	90%	70% (R&C)
Supplemental Coinurance	80%	
Out-of-Pocket Maximum	\$500 indiv/\$1,000 fam	\$1,500 indiv/\$3,000 fam
Combined Catastrophic Limit	\$5,000 per indiv/\$10,000 family	
Lifetime Maximum	Unlimited	Unlimited
Referrals	Not Required	Not Required
Selection of PCP	Not Required	Not Required
Utilization Management	Pre-certification is the responsibility of the provider	Certain procedures require pre-certification
<b>HOSPITAL/FACILITY SERVICES</b>		
<b>Inpatient</b>		
Room & Board (Semi-Private room)	90%	70% after deductible
Intensive Care & Other Hospital Services	90%	70% after deductible
Maternity Benefits	90%	70% after deductible
Organ Transplants (includes ABMT)	90%	70% after deductible
<b>Outpatient</b>		
Hospital Services	90%	70% after deductible
Pre-Admission Testing	90%	70% after deductible
Medical Emergency/Accidental Injury	90% after \$50 copay	
Surgical Center	90%	70% after deductible
Skilled Nursing Facility	90% 120 days per benefit period	70% after deductible 120 days combined with in-network
Home Health Care	90% 90 visits, up to \$4,500 per RP, direct admission.	70% after deductible 90 visits up to \$4,500 combined with in-network
Hospice Care	90% \$9,000 combined lifetime maximum	70% after deductible

HORIZON POS		HEALTH NET POS*	
In-Network	Out-of-Network	In-Network	Out-of-Network
Calendar Year		Calendar Year	
None	\$300 indiv/\$900 fam	None	\$250 indiv/\$500 Family
100%	70% (H&C)	N/A	70% (R&C)
\$400 Ind/\$1,000 fam	\$2,000 indiv/\$5,000 fam	None	\$1,750 indiv/\$3,500 fam
Unlimited	\$2,000,000	Unlimited	Unlimited
Required	Not Required	Not Required	Not Required
Required	Not Required	Required	Not Required
Included as PCP Management	Subscriber is responsible for obtaining pre-approval for majority of services	Included as PCP Management	Subscriber is responsible for obtaining pre-approval for majority of services
100%	70% after \$300 deductible per confinement	100%	70% after deductible
100%	70% after \$300 deductible per confinement	100%	70% after deductible
100%	70% after \$300 deductible per confinement	100%	70% after deductible
100%	70% after \$300 deductible per confinement	100%	70% after deductible
100%	70% after deductible	100%	70% after deductible
100%	70% after deductible	100%	70% after deductible
100% after \$25 copay	100% after \$25 copay if within 48 hr. notice. If not, 70% after deductible	\$5 Copay at Physician's Office \$25 Copay at Urgent Care Center \$50 Copay at Hospital Emergency Room	
100%	70% after deductible	100%	70% after deductible
100% up to 100 days	70% after deductible up to 60 days	100% up to 90 days	70% after deductible up to 90 days
100%	70% after deductible	100% up to 60 visits	70% after deductible
100%	70% after deductible	100%	70% after deductible

# LIVINGSTON BOARD OF EDUCATION

## Health Benefit Plan Comparison

	HORIZON PPO	
	In-Network	Out-of-Network
<b>PHYSICIAN SERVICES</b>		
<b>Inpatient</b>		
Medical Care (including consultations)	90%	70% after deductible
Surgical Services (including assistant surgeon and anesthesia)	90%	70% after deductible
Obstetrical Services (i.e. normal delivery, cesarean section, abortion)	90%	70% after deductible
Diagnostic/Therapy Services	90%	70% after deductible
<b>Outpatient/Out of Hospital</b>		
Office Visits (including allergy testing, related diagnostic/therapy services) when medically necessary	100% after \$10 copay	70% after deductible
Office Visits for gynecological services when medically necessary	100% after \$10 copay	70% after deductible
Medical and Surgical Care (including related diagnostic/therapy services)	80%	70% after deductible
Diagnostic X-ray and Lab	80%	70% after deductible
Maternity Care	100% after \$10 copay	70% after deductible
Infertility coverage (including in vitro)	80%	70% after deductible
Well Child Care	100% after \$10 copay	70% after deductible
Child Immunizations/Lead Screening (NJ Mandate)	100% after \$10 copay	70% No deductible
Routine Adult Physicals	100% after \$10 copay	70% after deductible
Prostate Screening (NJ Mandate)	100% after \$10 copay	70% after deductible
Annual Routine Ob/Gyn Exam	100% after \$10 copay	70% after deductible
Mammography	100% after \$10 copay	70% after deductible
	1 Baseline between 35-40 1 every year over age 40	
Speech Therapy	90%	70% after deductible
Short Term Therapy: Physical, Occupational	90%	70% after deductible
Therapeutic Manipulations	100% after \$10 copay	70% after deductible
Routine vision Exam	Not Covered	Not Covered



HORIZON POS		HEALTH NET POS*	
In-Network	Out-of-Network	In-Network	Out-of-Network
100%	70% after deductible	100%	70% after deductible
100%	70% after deductible	100%	70% after deductible
100%	70% after deductible	100%	70% after deductible
100%	70% after deductible	100%	70% after deductible
100%	70% after deductible	100%	70% after deductible
100% after \$5 copay	70% after deductible	100% after \$5 copay	70% after deductible
100% after \$5 copay	70% after deductible	100% after \$5 copay	70% after deductible
100% after \$5 copay	70% after deductible	100% after \$5 copay	70% after deductible
100%	70% after deductible	100%	70% after deductible
100% after \$5 copay (First visit only)	70% after deductible	100%	70% after deductible
100% after \$5 copay	70% after deductible	100% after \$5 copay	70% after deductible
100% after \$5 copay	Not covered	100%	70% after deductible
100% after \$5 copay	70% no deductible	100%	70% after deductible
100% after \$5 copay, 1 per year	No Benefit	100% after \$5 copay	70% after deductible
100% after \$5 copay, 1 per year	70% after deductible for men age 40 and over, 1 per year	100% after \$5 copay	70% after deductible
100% after \$5 copay No referral needed-1 per BP	70% after deductible	\$5 copay, covered for one pap test and two pelvic exams per calendar year	70% after deductible
100% after \$5 copay 1 per Benefit Period	70% after deductible	No Cost	70% after deductible
100% after \$5 copay Limited to 60 visits per benefit period	70% after deductible	\$5 copay per visit Up to 90 consecutive days	70% after deductible
100% after \$5 copay Limited to 60 visits per benefit period	70% after deductible	\$5 copay per visit Up to 90 visits per year	70% after deductible
100% after \$5 copay Limited to 60 visits per benefit period	70% after deductible	\$5 copay 30 visits per year	70% after deductible
100% after \$5 copay 1 per benefit period, no referral	70% after deductible	\$5 copay 1 per year under 18 Adults age 18 and over every 2 calendar years	No Benefit

# LVINGSTON BOARD OF EDUCATION

## Health Benefit Plan Comparison

Horizon PPO		
	In-Network	Out-of-Network
SUPPLEMENTAL SERVICES		
Ambulance (ground ambulance only)	80% after deductible	80% after deductible
Private Duty Nursing	80% after deductible 240 hours per BP	80% after deductible 240 hours per BP
Durable Medical Equipment	80% after deductible	80% after deductible
Diabetic Supplies (NJ mandate)	90% after deductible	80% after deductible
Prescription Drug Coverage	\$10/\$20/\$25 Benecard	
Vision Hardware	Not Covered	Not Covered
Hospital Charges	80% after deductible	80% after deductible
NON-BIOLOGICALLY BASED MENTAL ILLNESS/SUBSTANCE ABUSE BENEFITS		
	90%	70% after deductible
Inpatient Services **	30 days per Benefit Period	
Outpatient Services **	50% after deductible	25 visits per calendar year
NOTE: BIOLOGICALLY BASED MENTAL ILLNESS IS COVERED THE SAME AS ANY OTHER ILLNESS.		
COST MANAGEMENT		
Pre-Admission Review	20% penalty for non-compliance	
ELIGIBILITY		
Children covered to the end of the calendar year in which they turn 19. Full-time students covered until age 25 or until the end of the month during which their full-time student status ends. Handicapped dependents covered beyond the child removal age, if handicap occurred prior to age 19.		

**Health Not Out of Network Benefits:** When using Out of Network benefits, prior authorization is required for all inpatient and outpatient hospital admissions, all elective ambulatory surgical procedures, and most diagnostic procedures performed in a non-plan hospital or free-standing surgical center.

\*\* All Inpatient Mental Health/Substance abuse services must be coordinated through Magellan Behavioral Health Program. The Case-of-life limit does not apply to Outpatient Mental Health/Substance Abuse.

HORIZON POS		HEALTH NET POS*	
In-Network	Out-of-Network	In-Network	Out-of-Network
100%	70% after deductible	100%	70% after deductible
100%	70% after deductible	100%	70% after deductible
100%	70% after deductible	100%	100%
100%	70% after deductible	\$5 copay per each supply	No Benefit
\$10/\$20/\$25 Benecard		\$10/\$20/\$25 Benecard	
\$50 in a 2 calendar year period		Lenses - 100% Frames - \$50 Contacts \$75 Presc. Eyeglasses once every 24 months	
100%	70% after deductible	100%	70% after deductible
100% up to 25 days per BP, then 90% up to 10 days per BP.	50% up to 30 days per BP, after \$300 deductible/confinement.	100%	70% after deductible
30 days per lifetime combined in and out of network. First 25 days in network per BP do not accumulate towards the lifetime limit.		up to 30 inpatient days, exchangeable with 60 Partial Hosp. Sessions per Year	
90% 100 visits per BP combined in and out of network 300 visits per lifetime combined in and out of network	70% after deductible	\$20 copay per visit	50% after deductible
		20 visits per year	
Included as PCP Management	Subscriber must comply or coinsurance will not accumulate toward the out-of-pocket max	Included as PCP Management	Subscriber is responsible for all pre-approvals

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